



TOWN OF DOVER

MAYOR & TOWN COUNCIL

REGULAR MEETING AGENDA

Town of Dover Town Hall

February 10, 2026 at 6:00 PM

A) CALL MEETING TO ORDER / SUNSHINE STATEMENT – Mayor James P. Dodd to call meeting to order and read the Sunshine Statement:

“This meeting is being held in accordance with the Open Public Meetings Act, also known as the Sunshine Law, N.J.S.A. 10:4-6.” Notice of the meeting was sent to the Daily Record and Citizen on Thursday, January 1, 2026, and was published in the Daily Record and Citizen on Wednesday, January 7, 2026. These notices were sent within 48 hours prior to this meeting and were sent in sufficient time for the publications to publish them. This notice was posted on the Bulletin Board of the Municipal Building as well as posted on the Town’s website. A copy of said notices is on file with the Municipal Clerk.

It should be noted that an interpreter is present if a resident should need one.

At this time, please silence all electronic equipment.

B) PLEDGE OF ALLEGIANCE – Mayor James P. Dodd to lead those in attendance in the Pledge of Allegiance to the Flag

C) INVOCATION

D) ROLL CALL – Clerk to Conduct Roll Call:

Name	Present	Absent	Excused
Council Member Almada			
Council Member Estacio			
Council Member Mendez			
Council Member Rugg			
Council Member Santana			
Council Member Tapia			
Council Member Velez			
Council Member Wittner			
Mayor Dodd			

E) APPROVAL OF MINUTES

- January 27, 2026

F) REPORT OF COMMITTEES

G) PRESENTATIONS, MUNICIPAL CORRESPONDENCE

H) PUBLIC COMMENT ON AGENDA ITEMS ONLY—Three minutes per person

I) ORDINANCES FOR FIRST READING

- a. Ordinance 02-2026 An Ordinance of the Town of Dover, County of Morris, Amending and Supplementing Article VA (Development Fees), Sections 236-63.1 through 236-63.12 of Part II (General Legislation) of the Town of Dover Code 03-2026
- b. Ordinance 03-2026 An Ordinance of the Town of Dover, County of Morris, Amending and Supplementing Article I and Article II of Chapter 99 (Affordable Housing) of Part II (General Legislation) of the Town of Dover Code
- c. Ordinance 04-2026 An Ordinance of the Town of Dover, County of Morris, State of New Jersey, Adopting the Amended Redevelopment Plan for the NJ Transit Lot B/Lot C Redevelopment Area
- d. Ordinance 05-2026 An Ordinance of the Town of Dover, County of Morris, State of New Jersey Amending and Supplementing the Affordable Housing Section of the Town of Dover Code

J) ORDINANCES FOR SECOND READING, PUBLIC HEARING AND ADOPTION
NONE

K) APPROVAL OF BILLS

- a. Resolution 39-2026 Approval of Bills List

L) APPROVAL OF RESOLUTIONS

1) CONSENT AGENDA RESOLUTIONS

- a. Resolution 40-2026 Approving Taxis/Limos to be Licensed in the Town of Dover
- b. Resolution 41-2026 Approving Taxicab Driver Licenses

2) RESOLUTIONS FOR DISCUSSION AND CONSIDERATION

- a. Resolution 42-2026 Resolution Authorizing the Execution of a Certificate of Completion Concerning the Development of Property at 2 Commerce Center Drive (Block 901, Lot 1.05)
- b. Resolution 43-2026 Authorizing the Town to Execute an Escrow Agreement with AHIP NJ Dover Properties LLC
- c. Resolution 44-2026 Consenting to the Assignment of Maintenance Plan Agreements Concerning the Redevelopment of Property at 2 Commerce Center Drive (Block 901, Lot 1.05)
- d. Resolution 45-2026 Designating PRR Realty, LLC as Redeveloper of Certain Property in the Town and Authorizing the Execution of a Redevelopment Agreement with PRR Realty, LLC for a Redevelopment of Certain Property in the Town
- e. Resolution 46-2026 Appointing a Municipal Housing Liaison Pursuant to the Fair Housing Act, as Amended
- f. Resolution 47-2026 Adopting an Operating Manual for the Administration of Rental and For-Sale Units Under the Town's Rehabilitation/Home Improvement Program

- g. Resolution 48-2026 Engaging Affordable Housing Administrative Agents Pursuant to the Fair Housing Act, as Amended
- h. Resolution 49-2026 Authorizing the Private Sale of Unused Personal Property of the Town of Dover Police Department
- i. Resolution 50-2026 Reappointing Edward Ramirez as Temporary Chief Financial Officer / Treasurer of the Town of Dover

M) OLD BUSINESS

N) NEW BUSINESS

- 1. New Business Items

O) PUBLIC COMMENT—Three minutes per person

The Town of Dover highly values the input of residents in making important decisions that affect the residents of our community. We also believe in the right of residents to observe Council Meetings. To ensure that all of our residents have the opportunity to offer a comment, each statement/comment shall be held to a time of three (3) minutes.

Please be courteous and mindful of the rights of others when providing comments. Comments may not be abusive, obscene, or threatening. All members of the public attending Mayor and Town Council meetings must treat each other and the Mayor and Council with respect. Individuals offering comments are not permitted to make personal attacks on any Town Employees, the Mayor or any Member of Town Government, other testifiers, or members of the public.

P) CLOSED/EXECUTIVE SESSION

Q) ACTIONS CONSIDERED FOLLOWING CLOSED SESSION

R) ADJOURNMENT



TOWN OF DOVER

MAYOR & TOWN COUNCIL

ORDINANCE NO. 02-2026

AN ORDINANCE OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING ARTICLE VA (DEVELOPMENT FEES), SECTIONS 236-63.1 THROUGH 236-63.12 OF PART II (GENERAL LEGISLATION) OF THE TOWN OF DOVER CODE

WHEREAS, on or about March 20, 2024, Governor Murphy signed into law an Amendment (the “Amended FHA”) to the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.)(the “FHA”); and

WHEREAS, consistent with the FHA and the Amended FHA, the Town of Dover desires to amend and supplement Article VA (Development Fees), Sections 236-63.1 through 236-36.12 of Part II (General Legislation) of the Code of the Town of Dover as set forth in the redlined draft attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Mayor and Council of the Town of Dover, County of Morris, New Jersey, as follows:

Section 1. Article VA (Development Fees), Sections 236-63.1 through 236-36.12 of Part II (General Legislation) of the Code of the Town of Dover is hereby amended and supplement as set forth in **Exhibit A** attached hereto and made a part hereof.

Section 2. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

Section 3. All ordinances and resolutions or parts thereof inconsistent with this Ordinance are hereby rescinded.

Section 4. This Ordinance shall take effect in accordance with applicable law.

Attest:

Edward Ramirez, Acting Deputy Municipal Clerk

James P. Dodd, Mayor

INTRODUCED: _____

ADOPTED: _____

Article VA Development Fees

§ 236-63.1 Findings; purpose.

- A. In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., and the State Constitution, subject to COAH developing rules.
- B. Pursuant to the March 10, 2015 Supreme Court Order concerning affordable housing, the Supreme Court transferred all of COAH's functions, powers, and duties to the Courts.
- C. On or about March 20, 2024, the New Jersey Legislature adopted amendments to the New Jersey Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., which amendments, inter alia, (i) abolish COAH, (ii) codify a revised fair share methodology, (iii) task the New Jersey Department of Community Affairs with making initial calculations of Present Need and Prospective Need as guidance for municipalities, and (iv) establish a process for submission and certification of Housing Element and Fair Share Plans through the Affordable Housing Dispute Resolution Program.
- D. The 2024 amendments to the New Jersey Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq. further provide that “[a]ll parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by COAH unless those regulations are contradicted by statute, including P.L. 2024, c.2, or binding court decisions” (N.J.S.A. 52:27D-311(m)).
- E. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Spending Plan approved by the Superior Court.

§ 236.63.2 Definitions.

As used in this article, the following terms shall have the meanings indicated:

ACT

Shall mean the New Jersey Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., as amended.

AFFORDABLE HOUSING TRUST FUND

Shall mean a separate, interest-bearing account held by the Town of Dover for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Act.

AHMS SYSTEM

Shall mean the cloud-based Affordable Housing Monitoring System software application of the NJDCA, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal Affordable Housing Trust Fund.

COAH

The New Jersey Council on Affordable Housing, which has been abolished pursuant to the Act.

DEVELOPMENT FEES

Shall mean money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

EQUALIZED ASSESSED VALUE

The value of a property determined by the Municipal Tax Assessor through a process designed to ensure that all property in the municipality is assessed at the same assessment ratio or ratios required by law. Estimates at the time of building permit may be obtained by the Tax Assessor utilizing estimates for construction costs. Final equalized assessed value will be determined at project completion by the Municipal Tax Assessor.

NJDCA

Shall mean the New Jersey Department of Community Affairs.

PROGRAM

Shall mean the Affordable Housing Dispute Resolution Program established by the Act.

COMPLIANCE CERTIFICATION

Shall mean the certification obtained by a municipality pursuant to section 3 of P.L.2024, c. 2 (C.52:27D-304.1), that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1st of the year the next round begins, which is also known as a “Judgment of Compliance” or “Judgment of Repose.” The term “Compliance Certification” shall include a judgment of repose granted in an action filed pursuant to section 13 of P.L.1985, c. 222 (C.52:27D-313).

§ 236.63.3 Basic requirements.

The Town of Dover shall not spend development fees until the Superior Court has approved a plan for spending such fees.

236-63.4 Residential development fees.

- A. Within all zoning districts, developers of residential developments shall pay a development fee of one and one half percent (1.5%) of the equalized assessed value except as and if specifically exempted under § 236.63.6.1, provide that no increased density is permitted as set forth in the immediately following paragraph. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure;

in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

- B. If a "d" variance is granted pursuant to N.J.S.A. 40:55D-70d(5), then the additional residential units realized (above what is permitted by right under the existing zoning) will incur a bonus development fee of 6% rather than the development fee of 1.5%, except that this provision shall not be applicable to a development that will include affordable housing. However, if the zoning on the site has changed during the two-year period preceding the filing of the "d" variance application, the density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the "d" variance application.
- C. Eligible exactions, exceptions and exceptions from residential development fees shall be governed by § 236.63.6.1.

§ 236-63.5 Nonresidential development fees.

- A. Within all zoning districts, developers of nonresidential developments shall pay a fee of two and one half percent (2.5%) of the equalized assessed value of the land and improvements for all new nonresidential construction except as and if specifically exempted under § 236.63.6.2.
- B. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted herein, shall pay a fee equal to two and one half percent (2.5%) of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
- C. Within all zoning districts, development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and one half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the preexisting land and improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, at the time the final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.
- D. If a "d" variance is granted pursuant to N.J.S.A. 40:55D-70d(4), then the additional floor area realized (above what is permitted by right under the existing zoning) will incur a bonus development fee of 6% rather than the development fee of 2%. However, if the zoning on the site has changed during the two-year period preceding the filing of the "d" variance application, the density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the "d" variance application.
- C. Eligible exactions, exceptions and exceptions from nonresidential development fees shall be governed by § 236.63.6.2.

§ 236.63.6.1 Eligible exactions, exclusions and exemptions for residential development.

- A. Any development exclusively for low- and moderate-income residential units shall be exempt from paying development fees.

- B. Any development that expands an existing residential structure shall pay a development fee. The development fee shall be calculated based on the increase in the equalized assessed value of the improved structure.
- C. Residential developments that have received preliminary or final site plan or subdivision approval prior to the effective date of this article, or have secured a building permit, shall be exempt from paying a development fee, unless the developer seeks a substantial change in the approval.
- D. Developers who incorporate low- and moderate-income housing units into their development in accordance with the Town's Housing Element and Fair Share Plan shall be exempt from paying a development fee only for the phase or portion of the development incorporating such low- and moderate-income housing units.
- E. Designated redevelopers of residential developments within designated redevelopment areas shall be exempt from paying a development fee only if the redevelopment agreement specifically provides provisions for exemptions.
- F. Other exemptions include all single- and two-family residential additions, renovations and accessory structures, however all new residential dwelling units shall pay a development fee; and all multifamily additions, renovations and accessory structures not requiring site plan approval.
- G. 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.
- H. No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.

§ 236.63.6.2 Eligible exactions, exclusions and exemptions for nonresidential development.

- A. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two and one half percent (2.5%) development fee, unless otherwise exempted below.
- B. The two and one half percent (2.5%) fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing building footprint, reconstruction, renovations and repairs.
- C. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
- D. Any development that expands an existing nonresidential structure shall pay a development fee. The development fee shall be calculated based on the increase in the equalized assessed value of the improved structure.

- E. Nonresidential developments that have received preliminary or final site plan or subdivision approval prior to the effective date of this article, or have secured a building permit, shall be exempt from paying a development fee, unless the developer seeks a substantial change in the approval.
- F. Designated redevelopers of nonresidential developments within designated redevelopment areas shall be exempt from paying a development fee only if the redevelopment agreement specifically provides provisions for exemptions.
- G. All nonresidential renovations and alterations not requiring site plan approval shall be exempt from development fees.
- H. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
- I. If a property that 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 municipality as a lien against the real property of the owner.

§ 236-63.7 Calculation and collection of development fees.

- 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 by the developer as per the instructions provided in the Form N-RDF. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided on 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 Tax Assessor of the issuance of the first construction permit for a development that is subject to a development fee.
- D. Within 90 days of receipt of that notice, the Tax Assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.
- E. The Construction Official responsible for the issuance of a final certificate of occupancy shall notify the Tax Assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the

improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

- G.** Should the municipality fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of section 37 of P.L.2008, c.46 (N.J.S.A. 40:55D-8.6).
- H.** Fifty percent (50%) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy..

§ 236-63.8 Appeal of development fees.

- A.** Imposed and collected development fees that are challenged shall be placed in an interest-bearing escrow account by the Town of Dover.
- B.** A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. 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.
- C.** A developer may challenge non-residential development fees imposed by filing a challenge with the director of the Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the municipality. 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.

§ 236-63.9 Affordable housing trust fund.

- A.** There is hereby created a separate, interest-bearing Affordable Housing Trust Fund in a financial institution designated by the Chief Financial Officer of the Town of Dover for the purpose of collecting development fees from residential and nonresidential developers and proceeds from the sale of units with extinguished controls. All development fees paid by developers pursuant to this ordinance shall be deposited into this fund.
- B.** The Town of Dover shall provide and enter into the AHMS System an accounting of all residential and nonresidential development fees and other payments received into its Affordable Housing Trust Fund along with the current balance and well as trust funds expended all in accordance with the Act and the applicable regulations promulgated thereunder.
- C.** No funds shall be expended from the Affordable Housing Trust Fund unless the expenditure conforms to a Spending Plan approved by the Superior Court. All interest

accrued in the Affordable Housing Trust Fund shall only be used on eligible affordable housing activities approved by Superior Court.

D. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

- (i) Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2;
- (ii) Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
- (iii) Rental income from municipally operated units;
- (iv) Repayments from affordable housing program loans;
- (v) Recapture funds;
- (vi) Proceeds from the sale of affordable units; and
- (vii) Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.

§ 236-63.10 Use of funds.

- A.** Money deposited in a housing trust fund may be used for any activity approved by the Superior Court to address the municipal fair share. Such activities include, but are not limited to, rehabilitation, new construction, purchase of land for affordable housing, improvement of land to be used for affordable housing, purchase of housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, or administration necessary for implementation of the Town's Housing Element and Fair Share Plan. The expenditure of all money shall conform to a spending plan approved by the Superior Court.
- B.** Funds shall not be expended to reimburse municipalities for past housing activities.
- C.** At least thirty percent (30%) of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third (1/3) of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning thirty percent (30%) 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 thirty percent (30%) or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30percent or less of median income.

- (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. The Town of Dover may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:97-7.

E. No more than 20% of the revenues collected from development fees each year shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% 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 the AHMS System and NJDCA's monitoring requirements. Development fee administrative costs are calculated and may be expended at the end of each year or upon receipt of the fees.

§236-63.11 Monitoring.

On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS System. This reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Superior Court.

§ 236-63.12 Ongoing collection of fees.

The ability for the Town of Dover to impose, collect and expend development fees shall expire with its Compliance Certification on the date of expiration of its Substantive Certification, unless the Town of Dover has filed an adopted Housing Element and Fair Share Plan with the Program and the Superior Court, has petitioned for Compliance Certification, and has received the approval of its development fee ordinance by the Superior Court. If the Town of Dover fails to renew its ability to impose and collect development fees prior to the date of expiration of its Substantive Certification, then it may resume the imposition and collection of development fees only by complying with the requirements of this section. The Town of Dover shall not impose a development fee on a development that receives preliminary or final approval after the date of expiration of Compliance Certification, nor will the Town of Dover retroactively impose a development fee on such a development. The Town of Dover will not expend development fees after the date of expiration of Compliance Certification.

§ 236-63.13 Emergent Affordable Housing Opportunities.

Requests to expend Affordable Housing Trust Fund monies on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the NJDCA and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.



TOWN OF DOVER

MAYOR & TOWN COUNCIL

ORDINANCE NO. 03-2026

AN ORDINANCE OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING ARTICLE I AND ARTICLE II OF CHAPTER 99 (AFFORDABLE HOUSING) OF PART II (GENERAL LEGISLATION) OF THE TOWN OF DOVER CODE

WHEREAS, on or about March 20, 2024, Governor Murphy signed into law an Amendment (the "Amended FHA") to the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.) (the "FHA"); and

WHEREAS, consistent with the FHA, the Amended FHA and with N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et seq., as amended, the Town of Dover desires to amend and supplement Article I and Article II of Chapter 99 (Affordable Housing) of Part II (General Legislation) of the Code of the Town of Dover as attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Mayor and Council of the Town of Dover, County of Morris, New Jersey, as follows:

Section 1. Article I and Article II of Chapter 99 (Affordable Housing) of Part II (General Legislation) of the Code of the Town of Dover is hereby amended and supplemented as set forth in Exhibit A attached hereto and made a part hereof.

Section 2. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

Section 3. All ordinances and resolutions or parts thereof inconsistent with this Ordinance are hereby rescinded.

Section 4. This Ordinance shall take effect in accordance with applicable law.

Attest:

Edward Ramirez, Acting Deputy Municipal Clerk

James P. Dodd, Mayor

INTRODUCED: _____

ADOPTED: _____

Chapter 99 Affordable Housing Municipal Housing Liaison and Affirmative Marketing

Article I Regulations

§ 99-1 Applicability.

On or about March 20, 2024, the New Jersey Legislature adopted amendments to the New Jersey Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., which amendments, inter alia, (i) abolish COAH, (ii) codify a revised fair share methodology, (iii) task the New Jersey Department of Community Affairs with making initial calculations of Present Need and Prospective Need as guidance for municipalities, and (iv) establish a process for submission and certification of Housing Element and Fair Share Plans through the Affordable Housing Dispute Resolution Program and the Superior Court.

The 2024 amendments to the New Jersey Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq. further provide that “[a]ll parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by COAH unless those regulations are contradicted by statute, including P.L. 2024, c.2, or binding court decisions” (N.J.S.A. 52:27D-311(m)).

This article establishes regulations for the administration and marketing of designated low- and moderate-income housing units created within the Town of Dover through new housing construction, resales, rentals, or rerentals of affordable units. This article is intended to be consistent with and to implement the New Jersey Council on Affordable Housing (COAH) regulations at N.J.A.C. 5:94, Substantive Rules, and N.J.A.C. 5:95, Procedural Rules, both for the period beginning December 20, 2004, along with N.J.A.C. 5:80, Uniform Housing Affordability Controls, the provisions of which are included here by reference, as if set forth at length, the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., and any other applicable federal laws, and regulations, and as all of the referenced laws and regulations may be amended, and as same may be modified by the New Jersey Department of Community Affairs, the Affordable Housing Dispute Resolution Program and the Superior Court.

§ 99-2 Definitions.

As used in this article, the following terms shall have the meaning indicated:

ACT

Shall mean the New Jersey Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., as amended.

ADMINISTRATIVE AGENT

Shall mean the entity responsible for administering the affordability controls of some or all units in the affordable housing program for the Town of Dover and ensuring that the restricted units under administration are affirmatively marketed and sold or rented, as applicable, only to low- and moderate-income households, as may be delegated by the Municipal Housing Liaison and to the extent authorized by the Town of Dover.

AFFIRMATIVE MARKETING PLAN

Shall have the meaning ascribed to such terms herein.

COAH

The New Jersey Council on Affordable Housing, which has been abolished pursuant to the Act.

HOUSING OFFICER

The Town employee charged by the governing body with the responsibility for oversight and administration of all or portions of the affordable housing program for the Town of Dover as set forth herein.

MUNICIPAL HOUSING LIAISON

The Town employee charged by the governing body by resolution with the responsibility for oversight and administration of all or portions of the affordable housing program for the Town of Dover as set forth herein.

NJDCA

Shall mean the New Jersey Department of Community Affairs.

PROGRAM

Shall mean the Affordable Housing Dispute Resolution Program established by the Act.

§ 99-3 Administration; establishment of Housing Officer position and compensation; powers and duties.

- A. Establishment of position of Housing Officer. There is hereby established the position of Housing Officer for the Town of Dover.
- B. The Housing Officer shall be appointed by the governing body and may be a full- or part-time municipal employee.
- C. A Housing Officer shall be responsible for oversight and administration of the affordable housing program for the Town of Dover and to act as a liaison to any contracting agency for housing services, the developers of low- and moderate-income housing.
- D. The Town of Dover may contract with or authorize a consultant, authority, government or any agency charged by the Mayor and Council with the responsibility of administering all or any part of the affordable housing program of the Town of Dover.
- E. Compensation. Compensation shall be fixed by the governing body at the time of the appointments of the Housing Officer.
- F. Powers and duties.
 - (1) The primary responsibility of the Housing Officer shall be to ensure that the restricted units under administration are sold or rented, as applicable, only to low- and moderate-income households. Among the responsibilities of the Housing Officer are the following:
 - (a) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Town of Dover and the provisions of N.J.A.C. 5:80-26.15;

- (b)** Soliciting, scheduling, conducting and following up on interviews with interested households;
- (c)** Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
- (d)** Providing written notification to each applicant as to the determination of eligibility or noneligibility;
- (e)** Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;
- (f)** Employing the random selection process as provided in the Affirmative Marketing Plan of the Town of Dover when referring households for certification to affordable units;
- (g)** Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- (h)** Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- (i)** Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental;
- (j)** Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or rental;
- (k)** Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
- (l)** Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air-conditioning systems;
- (m)** Processing requests and making determinations on requests by owners of restricted units for hardship waivers;
- (n)** Communicating with lenders regarding foreclosures;
- (o)** Ensuring the issuance of continuing certificates of occupancy or certifications pursuant to N.J.A.C. 5:80-26.10;
- (p)** Notifying the municipality of an owner's intent to sell a restricted unit;
- (q)** Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit;

- (r) Creating and publishing a written operating manual, as approved by the Program and the Superior Court, and setting forth procedures for administering such affordability controls;
- (s) Providing annual reports to the NJDCA as and if required; and
- (t) Such other responsibilities as may be necessary to carry out the affordable housing program of the Town of Dover and the provisions of COAH's regulations pursuant to N.J.A.C. 5:94 et seq. and the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26 et seq.

(2) The Housing Officer shall have authority to take all actions necessary and appropriate to carrying out its responsibilities hereunder.

§ 99-4 Dual Role Permitted

The positions of Housing Officer and Municipal Housing Liaison may be held by the same municipal employee at the discretion of the Town Council.

§ 99-5 Through § 99-6 (Reserved)

Article II Affirmative Marketing Plan

§ 99-7 Applicability.

- A. This article shall apply to all low- and moderate-income housing units created in the Town, including any future low- and moderate-income housing units.
- B. An "Affirmative Marketing Plan" is a regional strategy designed to attract buyers and/or renters of all majority and minority groups within the housing region, regardless of sex, age or number of children, to housing units which are being marketed by a developer/sponsor, the municipality and/or a designated administrative agency of affordable housing within the town. This Affirmative Marketing Plan prohibits discrimination in the sale, rental, financing or other services related to such housing on the basis of race, color, sex, religion, handicap, age (except for designated senior citizens' units), familial status, family size or national origin.
- C. The Town of Dover is located in Housing Region 2 of the State, which includes Warren, Morris, Essex and Union Counties.

§ 99-8 Required Outreach.

- A. Daily newspapers and publications.
 - (1) All newspaper articles, advertisements, announcements and requests for applications pertaining to low- and moderate-income housing units shall appear in the following daily regional newspapers/publications:
 - (a) Star Ledger.
 - (b) Daily Record.
 - (2) The primary marketing shall take the form of at least one press release sent to the above publications and a paid display advertisement (at least four column inches) in each of

the above newspapers. Additional advertising and publicity shall be on an as-needed basis.

(3) The advertisement shall include a description of the:

- (a)** Number of units currently available;
- (b)** Anticipated dates of future available units;
- (c)** Numbers of bedrooms per available unit;
- (d)** Range of monthly rents available;
- (e)** Sizes of available units;
- (f)** Income limit information;
- (g)** Where and how applications may be obtained, including business hours at each location; and
- (h)** Name, telephone number and location of the Municipal Housing Liaison's office.

B. Weekly newspapers, publications and newsletters.

(1) All newspaper articles, advertisements, announcements and requests for applications pertaining to low- and moderate-income housing units shall appear in at least the following neighborhood-oriented weekly newspapers, religious publications and organizational newsletters within the region:

- (a)** Neighbor News.
- (b)** Citizen Lakeland News.

(2) The advertisement shall include a description of the:

- (a)** Number of units currently available;
- (b)** Anticipated dates of future available units;
- (c)** Numbers of bedrooms per available unit;
- (d)** Range of monthly rents available;
- (e)** Sizes of available units;
- (f)** Income limit information;
- (g)** Where and how applications may be obtained, including business hours at each location; and
- (h)** Name, telephone number and location of the Municipal Housing Liaison's office.

C. Radio and television. The following radio and television stations shall also be used:

- (1)** WMTR and WDHA (radio).
- (2)** Channel 3 (cable).

D. Applications and information.

(1) The following are the locations where applications and information packets to be used as part of the Affirmative Marketing Plan shall be available:

- (a)** Dover Town Municipal Building.
 - (b)** Morris County Library (all branches).
 - (c)** Warren County Library (all branches).
 - (d)** Essex County Library (all branches).
 - (e)** Union County Library (all branches).
- (2)** Community contact organizations, agencies, officials and departments.
 - (a)** Quarterly flyers and copies of applications and information packets shall be sent to the following community contact organizations, agencies, officials and departments:
 - [1] Morris County Director of Social Services.
 - [2] Warren County Director of Social Services.
 - [3] Essex County Director of Social Services.
 - [4] Union County Director of Social Services.
 - [5] Morris County Office on Aging.
 - [6] Warren County Office on Aging.
 - [7] Essex County Office on Aging.
 - [8] Union County Office on Aging.
 - [9] Morris County Rental Assistance Office (local NJDCA office).
 - [10] Warren County Rental Assistance Office (local NJDCA office).
 - [11] Essex County Rental Assistance Office (local NJDCA office).
 - [12] Union County Rental Assistance Office (local NJDCA office).
 - [13] Morris County Housing Agency.
 - [14] Warren County Housing Agency.
 - [15] Essex County Housing Agency.
 - [16] Union County Housing Agency.
 - [17] Morris County Board of Realtors.
 - [18] Warren County Board of Realtors.
 - [19] Essex County Board of Realtors.
 - [20] Union County Board of Realtors.
 - [21] Morris County Community Development Office.
 - [22] Warren County Community Development Office.
 - [23] Essex County Community Development Office.
 - [24] Union County Community Development Office.

[25] Morris County Department of Human Services.

[26] Warren County Department of Human Services.

[27] Essex County Department of Human Services.

[28] Union County Department of Human Services.

[29] NORWESCAP, Morris County.

§ 99-9 Administration; Municipal Housing Liaison.

- A. Purpose. The purpose of this section is to create the administrative mechanisms needed for the execution of the Town of Dover's responsibility to assist in the provision of affordable housing pursuant to the Act.
- B. Establishment of position and compensation; powers and duties.
 - (1) Establishment of position of Municipal Housing Liaison. There is hereby established the position of Municipal Housing Liaison for the Town of Dover.
 - (2) Subject to the approval of the NJDCA or the Superior Court to the extent required by the Act, the Municipal Housing Liaison shall be appointed by the governing body by resolution and may be a full- or part-time municipal employee.
 - (3) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Town of Dover, including the following responsibilities, which may not be contracted out to the Administrative Agent:
 - (a) Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the NJDCA, affordable housing providers, Administrative Agent(s) and interested households.
 - (b) The oversight of the Affirmative Marketing Plan and affordability controls.
 - (c) When applicable, overseeing and monitoring any contracting Administrative Agent.
 - (d) Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
 - (e) Verifying, certifying and providing annual information within the AHMS System at such time and in such form as required by the NJDCA.
 - (f) Coordinating meetings with affordable housing providers and administrative agents, as needed.
 - (g) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the NJDCA.
 - (h) Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.
 - (i) Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the required documents have been duly recorded.

- (j) Listing on the municipal website contact information for the Municipal Housing Liaison and Administrative Agent(s).
- C. Compensation. Compensation shall be fixed by the governing body at the time of the appointment of the Municipal Housing Liaison.
- D. If the Town of Dover contracts with an Administrative Agent to administer all or any part of the affordable housing program, including the affordability controls and the Affirmative Marketing Plan, the Municipal Housing Liaison shall supervise the contracting of the Town's Administrative Agent.
- E. The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities herein.

§ 99-10 Prequalification and selection.

- A. Households that apply for low- and moderate-income housing will be prescreened by the Municipal Housing Liaison or Administrative Agent for income eligibility by comparing their total income to the current low- and moderate-income limits adopted by COAH, as same may be modified by the NJDCA, the Program and/or the Superior Court. Applicants will be notified as to their eligibility status.
- B. In order to ensure a sufficient supply of qualified applicants, the advertising process will continue until at least 10 income-eligible applicants have applied for each low- and moderate-income unit available or until all of the available low- and moderate-income units within the town have been sold, whichever occurs first.
- C. Having prescreened applicants for income eligibility, the Municipal Housing Liaison, together with the Administrative Agent, will analyze the income and household size of each applicant to determine which of the available low- and moderate-income housing units the applicant is qualified to occupy.
- D. The Municipal Housing Liaison, together with the Administrative Agent, will interview each applicant to verify the applicant's income and review the applicant's credit history. Applicants will be required to submit income verification for each household member 18 years or older. This process will be utilized in establishing the final certified applicant group.
- E. If there is more than one certified applicant for an available low- and moderate-income unit, placement will be made on a first come/first served basis, considering the date the application was first received by the Municipal Housing Liaison or the Administrative Agent.
- F. The process described above will begin at least 120 days before the issuance of a certificate of occupancy for an affordable dwelling unit in the affordable housing compliance program and will continue until all low- and moderate-income units are occupied and for as long as there are deed-restricted affordable units within the municipality.
- G. Households who live or work within the housing region will be given preference over households from outside of the housing region for the first 30 days that a unit becomes available. If no qualified households from within the housing region can be found within 30 days, the unit may be rented to a household from outside the housing region.

- H.** Households will generally be referred to available units using the following standards for occupancy:

 - (1)** A maximum of two persons per bedroom;
 - (2)** Children of the same sex in the same bedroom;
 - (3)** Unrelated adults or persons of the opposite sex other than husband and wife in separate bedrooms; and
 - (4)** Children not in same bedroom with parents.
- I.** Households may be considered for units other than as set forth herein, except that in no case shall a household be referred to a unit that provides for more than one additional bedroom over the number required by the application of Paragraphs H(1) through H(4) above.



TOWN OF DOVER

MAYOR & TOWN COUNCIL

ORDINANCE NO. 04-2026

AN ORDINANCE OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, ADOPTING THE AMENDED REDEVELOPMENT PLAN FOR THE NJ TRANSIT/LOT B/LOT C REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “Redevelopment Law”), provides a process for municipalities to participate in the redevelopment and improvement of parcel(s) of property designated as “areas in need of redevelopment”; and

WHEREAS, the Mayor and Town Council of the Town of Dover (the “Town Council”) serve as an instrumentality and agency of the Town pursuant to the Redevelopment Law for the purpose of implementing a redevelopment plan and carrying out redevelopment projects within a rehabilitation area; and

WHEREAS, in Resolution No. 285-2024, dated November 12, 2024, the Town Council directed the Town Planning Board to conduct a preliminary investigation of the following property located in the Town commonly known and shown on the official Tax Map of the Town of Dover as Block 510, Lot 6; Block 510, Lot6 (UnitB01); Block 1213, Lots 2 and 4; Block 1219, Lots 4, 5 and 6; Block 1803, Lot 1; and Block 1804, Lot 13 (collectively, the “Redevelopment Area”) to determine whether same, or any portions thereof, is a non-condemnation area in need of redevelopment; and

WHEREAS, the Planning Board, at a duly noticed public hearing held on April 17, 2025, reviewed the report entitled “Non-Condemnation Area in Need of Redevelopment, Preliminary Investigation, Block 510 Lots 6 & 6 (Unit B01); Block 1213 Lots 2 & 4; Block 1219 Lots 4, 5, & 6; Block 1803 Lot 11; Block 1804 Lot 13”, dated March 25, 2025, prepared by John McDonough Associates, LLC (the “Preliminary Investigation”) and considered the testimony of the Town’s professional planning consultant pursuant to and in accordance with the procedural requirements of N.J.S.A. 40A:12A-6, to determine whether the Redevelopment Area satisfies the criteria set forth in N.J.S.A. 40A:12A-5 (or, if and as applicable, N.J.S.A. 40A:12A-3) to be designated as a non-condemnation area in need of redevelopment; and

WHEREAS, at the April 17, 2025 hearing, the Planning Board heard from all persons who were interested in or would be affected by a determination that the Redevelopment Area is a non-condemnation redevelopment area, and all objections to a determination that the Redevelopment Area is an area in need of redevelopment and evidence in support of those objections were received and considered by the Planning Board and made part of the public record; and

WHEREAS, the Planning Board considered and reviewed each of the statutory criteria in the Redevelopment Law and the condition of the Redevelopment Area as analyzed in detail in the testimony of the Town’s professional planning consultant and in the Preliminary Investigation, as well as comments from all persons who were interested in or would be affected by a determination that the Redevelopment Area is a non-condemnation redevelopment area, including but not limited to the deleterious conditions, ongoing vacancy and the functional obsolescence of the layout of the

improvements within the Redevelopment Area, and concurred with the finding in the Preliminary Investigation; and

WHEREAS, at the April 17, 2025 Planning Board hearing, the Town's professional planning consultant testified as set forth above and as stated and recommended in the Preliminary Investigation; and

WHEREAS, after conducting its investigation and reviewing the Preliminary Investigation, preparing a map of the proposed redevelopment area, and completing the above public hearing at which all objections to and support of the designation were received and considered, the Town of Dover Planning Board, in a Resolution dated April 17, 2025, recommended to the Town Council that it should designate the entirety of the Redevelopment Area as a non-condemnation area in need of redevelopment; and

WHEREAS, the Town Council concurred and agreed with Planning Board's recommendation, and on April 22, 2025, adopted resolution No. 124-2025 declaring that the Redevelopment Area be and is a non-condemnation "area in need of redevelopment" and authorizing and directing John McDonough Associates, LLC to prepare a redevelopment plan or redevelopment plans for all or portions of the Redevelopment Area; and

WHEREAS, the Redevelopment Area is generally located along and on the north and south sides of a portion of the Norfolk Southern (Morris & Essex) railroad right-of-way, and along and on portions of Orchard Street and S. Morris Street; and

WHEREAS, John McDonough Associates, LLC prepared a redevelopment plan for the Redevelopment Area entitled "Redevelopment Plan for the NJ Transit/Lot B/Lot C Redevelopment Area, Block 510 Lots 6 & 6 (Unit B01); Block 1213 Lots 2 & 4; Block 1219 Lots 4, 5, & 6; Block 1803 Lot 11", dated October 27, 2025 and amended February 2, 2026 (removing Block 1804, Lot 13)(the "Redevelopment Plan"); and the Town Council referred same to the Planning Board for master plan consistency review under N.J.S.A. 40A:12A-7(e); and

WHEREAS, the Planning Board considered and reviewed the Redevelopment Plan on February __, 2026 and found that same is not inconsistent with the Town's Master Plan and 2018 Re-examination Report under N.J.S.A. 40A:12A-7(e) as stated in the letter report transmitted from the attorney for the Planning Board to the Town Council, dated February __, 2026; and

WHEREAS, the Town Council believes that the redevelopment of the Property in accordance with the Redevelopment Plan is in the best interests of the Town and the health, safety, morals and welfare of its residents and is in accord with the public purpose and provisions of the applicable federal, state and local laws.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey, being the Town Council thereof, that pursuant to N.J.S.A. 40A:12A-7 the Town Council hereby accepts, approves and adopts the Redevelopment Plan; and

BE IT FURTHER ORDAINED, if any section, paragraph, subsection, clause, or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudicated, and the remainder of this Ordinance shall be deemed valid and effective; and

BE IT FURTHER ORDAINED, any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict; and

BE IT FURTHER ORDAINED, to the extent that any portion of the Redevelopment Plan conflicts with or amends or modifies any provision of any other of the Town's development regulations, the Redevelopment Plan shall supersede or amend or modify, as applicable, such development regulations and the zoning district map included in the Town's zoning ordinance shall be deemed amended accordingly; and

BE IT FURTHER ORDAINED, this Ordinance shall be part of the Redevelopment Plan, and to the extent necessary the Town of Dover Code, as though codified and fully set forth therein. The Town Clerk shall have this Ordinance codified and incorporated in the official copies of the Redevelopment Plan, and to the extent necessary the Town of Dover Code; and

BE IT FURTHER ORDAINED, the Town Clerk is directed to file a copy of the Redevelopment Plan along with a copy of this Ordinance in the Office of the Town Clerk for inspection by the public; and

BE IT FURTHER ORDAINED, prior to adoption of this Ordinance on second and final reading the Town Council shall refer this Ordinance to the Planning Board for its review and recommendations in accordance with N.J.S.A. 40A:12-7; and

BE IT FURTHER ORDAINED, the Town Council hereby amends the zoning district map of the Town of Dover to reflect that Block 510, Lot 6; Block 510, Lot 6 (UnitB01); Block 1213, Lots 2 and 4; Block 1219, Lots 4, 5 and 6; Block 1803, Lot 11 is zoned in accordance with the Redevelopment Plan; and

BE IT FURTHER ORDAINED, this Ordinance shall take effect in accordance with the laws of the State of New Jersey after final passage.

Attest:

Edward Ramirez, Acting Deputy Clerk

James P. Dodd, Mayor

INTRODUCED: _____

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

ORDINANCE NO. 05-2026

AN ORDINANCE OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING THE AFFORDABLE HOUSING SECTION OF THE TOWN OF DOVER CODE

WHEREAS, on or about March 20, 2024, Governor Murphy signed into law an Amendment (the “Amended FHA”) to the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.)(the “FHA”); and

WHEREAS, consistent with the FHA and the Amended FHA, the Town of Dover desires to amend and supplement the Affordable Housing section of the Town of Dover Code so as to include the provisions attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Mayor and Council of the Town of Dover, County of Morris, New Jersey, as follows:

Section 1. The Affordable Housing section of the Town of Dover Code is hereby amended and supplemented so as to include the provisions attached hereto and made a part hereof.

Section 2. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

Section 3. All ordinances and resolutions or parts thereof inconsistent with this Ordinance are hereby rescinded.

Section 4. This Ordinance shall take effect in accordance with applicable law.

Attest:

Edward Ramirez, Acting Deputy Clerk

James P. Dodd, Mayor

INTRODUCED: _____

ADOPTED: _____

Affordable Housing

A. Introduction & Applicability

1. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in the Town of Dover consistent with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services (“LPS”) at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing (“COAH”) at N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls (“UHAC”) at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan (“HEFSP”).
2. This Ordinance is intended to ensure that very low-, low- and moderate-income units (“affordable units”) are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to the provisions set forth below in item 5.c. below.
3. The Town of Dover Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.
4. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.
5. **Applicability**
 - a. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created pursuant to the municipality’s most recently adopted HEFSP.
 - b. This Ordinance shall apply to all developments that contain very low-, low- and moderate-income housing units included in the Municipal HEFSP, including any unanticipated future developments that will provide very low-, low- and moderate-income housing units.
 - c. Projects receiving federal Low Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

B. Definitions

As used herein the following terms shall have the following meanings:

“Accessory apartments” means a residential dwelling unit that provides complete independent living facilities with a private entrance for one or more persons, consisting of provisions for living, sleeping, eating, sanitation, and cooking, including a stove and refrigerator, and is located within a proposed preexisting primary dwelling, within an existing or proposed structure that is an accessory to a dwelling on the same lot, constructed in whole or part as an extension to a proposed or existing primary dwelling, or constructed as a separate detached structure on the same lot as the existing or proposed primary dwelling. Accessory apartments are also referred to as “accessory dwelling units”.

“Act” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Adaptable” means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the “State Uniform Construction Code Act,” P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

“Administrative agent” means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

“Affirmative Marketing Plan” means the municipally adopted plan of strategies from which the administrative agent will choose to implement as part of the Affirmative Marketing requirements.

“Affirmative Marketing Process” or “Program” means the actual undertaking of Affirmative Marketing activities in furtherance of each project with very low- low- and moderate-income units.

“Affordability assistance” means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner’s association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

“Affordability average” means an average of the percentage of regional median income at which restricted units in an affordable development are affordable to low- and moderate-income households.

“Affordable” means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

“Affordable housing development” means a development included in a municipality’s housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by

the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.

“Affordable Housing Dispute Resolution Program” or “the Program” refers to the dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

“Affordable Housing Monitoring System” or “AHMS” means the Department’s cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

“Affordable Housing Trust Fund” or “AHTF” means that non-lapsing, revolving trust fund established pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all funds appropriated for affordable housing purposes. All references to the “Neighborhood Preservation Non-lapsing Revolving Fund” and “Balanced Housing” mean the AHTF.

“Affordable unit” means a housing unit proposed or developed pursuant to the Act, including units created with municipal affordable housing trust funds.

“Age-restricted housing” means a housing unit that is designed to meet the needs of, and is exclusively for, an age-restricted segment of the population such that: 1. All the residents of the development where the unit is situated are 62 years or older; 2. At least 80 percent of the units are occupied by one person that is 55 years or older; or 3. The development has been designated by the Secretary of HUD as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L.1983, c. 530 (C.55:14K-1 et seq.).

“Assisted living residence” means a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to ensure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor. Apartment units must offer, at a minimum, one unfurnished room, a private bathroom, a kitchenette, and a lockable door on the unit entrance.

“Barrier-free escrow” means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

“Builder’s remedy” means court-imposed site-specific relief for a litigant who seeks to build affordable housing for which the court requires a municipality to utilize zoning techniques, such as mandatory set-asides or density bonuses, including techniques which provide for the economic viability of a residential development by including housing that is not for low- and moderate-income households.

“Certified household” means a household that has been certified by an administrative agent as a very-low-income household, a low-income household, or a moderate-income household.

“CHOICE” means the no-longer-active Choices in Homeownership Incentives for Everyone Program, as it was authorized by the Agency.

“COAH” or the “Council” means the Council on Affordable Housing established in, but not of, DCA pursuant to the Act and that was abolished effective March 20, 2024, pursuant to section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1).

“Commissioner” means the Commissioner of the Department of Community Affairs.

“Compliance certification” means the certification obtained by a municipality pursuant to section 3 of P.L.2024, c. 2 (C.52:27D-304.1), that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a “judgment of compliance” or “judgment of repose.” The term “compliance certification” shall include a judgment of repose granted in an action filed pursuant to section 13 of P.L.1985, c. 222 (C.52:27D-313).

“Construction” means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217(N.J.S.A. 52:27D-119 et seq.).

“County-level housing judge” means a judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal Fair Share plans and housing elements with the Act.

“DCA” and “Department” mean the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Department” means the New Jersey Department of Community Affairs.

“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.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any building or other structure, or of any mining, excavation, or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Development fee” means money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

“Dispute Resolution Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-313.2).

“Division” means the Division of Local Planning Services within the Department of Community Affairs.

“Emergent opportunity” means a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

“Equalized assessed value” or “EAV” 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 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

“Equity share amount” means the product of the price differential and the equity share, with the equity share being the whole number of years that have elapsed since the last non-exempt sale of a restricted ownership unit, divided by 100, except that the equity share may not be less than five percent and may not exceed 30 percent.

“Exit sale” means the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

“Exclusionary zoning litigation” means litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder’s remedy.

“Extension of expiring controls” means extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

“Fair share obligation” means the total of the present need and prospective need, including prior rounds, as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

“Fair share plan” means the plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

“FHA” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Green Building Strategies” means the 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.

“HMFA” or “the Agency” means the New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

“Household income” means a household’s gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

“Housing element” means the portion of a municipality’s master plan adopted in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28.b(3) and the Act consisting of reports, statements proposals, maps, diagrams, and text designed to meet the municipality’s fair share of its region’s present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

“Housing region” means a geographic area established pursuant to N.J.S.A. 52:27D-304.2b.

“Inclusionary development” means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate- income households.

“Judgment of compliance” or “judgment for repose” means a determination issued by the Superior Court approving a municipality’s fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

“Low-income household” means a household with a household income equal to 50 percent or less of the regional median income.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Mixed use development” means any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1)there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities maybe considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

“Moderate-income household” means a household with a household income in excess of 50 percent but less than 80 percent of the regional median income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“MONI” means the no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

“Municipal housing liaison” or “MHL” means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

“Municipal affordable housing trust fund” means a separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

“Municipal development fee ordinance” means an ordinance adopted by the governing body of a municipality that authorizes the collection of development fees.

“New construction” means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

“New Jersey Affordable Housing Trust Fund” means an account established pursuant to N.J.S.A. 52:27D-320.

“New Jersey Housing Resource Center” or “Housing Resource Center” means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

“95/5 restriction” means a deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

“Non-exempt sale” means any sale or transfer of ownership of a restricted unit to one’s self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary; and the transfer of ownership by court order.

“Nonprofit” means an organization granted nonprofit status in accordance with section 501(c)(3) of the Internal Revenue Code.

“Non-residential development” means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group

according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

Hotels, motels, vacation timeshares, and child-care facilities; and

The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

“Non-residential development fee” means the fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

“Order for repose” means the protection a municipality has from a builder’s remedy lawsuit for a period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

“Payment in lieu of constructing affordable units” means the prior approval of the payment of funds to the municipality by a developer when affordable units are were not produced on a site zoned for an inclusionary development. The statutory permission for payments in lieu of constructing affordable units was eliminated per P.L. 2024, c.2.

“Prospective need” means a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

“Qualified Urban Aid Municipality” means a municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

“Person with a disability” means a person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

“Price differential” means the difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

“Prior round unit” means a housing unit that addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a

grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

“Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L.2024, c. 2 (C.52:27D-313.2).

“Random selection process” means a lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans’ preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

“RCA administrator” means an appointed municipal employee who is responsible for oversight and/or administration of affordable units and associated revenues and expenditures within the municipality that were funded through regional contribution agreements.

“RCA project plan” means a past application, submitted by a receiving municipality in an RCA, delineating the manner in which the receiving municipality intended to create or rehabilitate low- and moderate-income housing.

“Receiving municipality” means, for the purposes of an RCA, a municipality that contractually agreed to assume a portion of another municipality’s fair share obligation.

“Reconstruction” means any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the uniform Construction Code, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy of the work area is not permitted.

“Recreational facilities and community centers” means any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including, but not limited to, ballfields, meeting halls, and classrooms, accommodating either organized or informal activity.

“Regional contribution agreement” or “RCA” means a contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into and was approved by COAH and/or

Superior Court prior to July 18, 2008, to transfer a portion of a municipality's affordable housing obligation to another municipality within its housing region.

“Regional median income” means the median income by household size for an applicable housing region, as calculated annually in accordance with N.J.A.C. 5:80-26.3.

“Rehabilitation” means the repair, renovation, alteration, or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. With respect to units in assisted living residences, rent does not include charges for food and services.

“Residential development fee” means money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of this subchapter but does not include a market-rate unit that was financed pursuant to UHORP, MONI, or CHOICE.

“Spending plan” means a method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.

“State Development and Redevelopment Plan” or “State Plan” means the plan prepared pursuant to sections 1 through 12 of the “State Planning Act,” P.L.1985, c. 398 (C.52:18A-196 et al.), designed to represent a balance of development and conservation objectives best suited to meet the needs of the State, and for the purpose of coordinating planning activities and establishing Statewide planning objectives in the areas of land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination pursuant to subsection f. of section 5 of P.L.1985, c. 398 (C.52:18A-200).

“Supportive housing household” means a very low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-in

aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are operating as a family unit shall be made based on the applicant's self-identification of household members on the affordable housing application.

“Supportive housing sponsoring program” means grant or loan program which provided financial assistance to the development of the unit.

“Supportive housing unit” means a restricted rental unit, as defined by N.J.S.A. 34:1B-21.24, that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. Supportive housing units are also referred to as permanent supportive housing units.

“Transitional housing” means temporary housing that: (1) includes, but is not limited to, single-room occupancy housing or shared living and supportive living arrangements; (2) provides access to on-site or off-site supportive services for very low-income households who have recently been homeless or lack stable housing; (3) is licensed by the department; and (4) allows households to remain for a minimum of six months.

“Treasurer” means the Treasurer of the State of New Jersey.

“UHAC” means the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.

“UHORP” means the Agency’s Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

“Unit type” means type of dwelling unit with various building standards including but not limited to single-family detached, single-family attached/townhouse, stacked townhouse (attached building containing 2 units each with separate entrances), duplex (detached building containing 2 units each with separate entrances), triplex (3 units each with separate entrance), quadplex (4 units each with separate entrance), multifamily / flat (2 or more units with a shared entrance). Inclusion of a garage, or not, shall not define the unit type.

“Very-low-income household” means a household with a household income less than or equal to 30 percent of the regional median income.

“Very-low-income housing” means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

“Very-low-income unit” means a restricted unit that is affordable to a very-low-income household.

“Veteran” means a veteran as defined at N.J.S.A. 54:4-8.10.

“Veterans’ preference” means the agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given

preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors and is considered a major system for rehabilitation.

C. Monitoring and Reporting Requirements

1. The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:
 - a. The municipality shall provide electronic monitoring data with the Department pursuant to P.L 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department’s website at <https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml>.
 - b. On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.
 - c. On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

D. New Construction (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.). Per the definition of “New Construction,” this section governs the creation of new affordable housing units regardless of the means by which the units are created. Newly constructed units may include new residences constructed or created through other means.

1. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.
2. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy	Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy
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25+1	10
50	50
75	75
90	100

3. Design. The following design requirements apply to affordable housing developments, excluding prior round units.
 - a. Design of 100 percent affordable developments:
 - i. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - ii. Each bedroom in each restricted unit must have at least one window.
 - iii. Restricted units must include adequate air conditioning and heating.
 - b. Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.
 - i. Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - ii. Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.
 - iii. Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - iv. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - v. Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.
 - vi. Each bedroom in each restricted unit must have at least one window.

- vii. Restricted units must be of the same unit type as market-rate units within the same building.
- viii. Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
- c. Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:
 - i. Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - ii. Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - iii. Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses may be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.
 - iv. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - v. Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).
 - vi. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - vii. Each bedroom in each restricted unit must have at least one window; and
 - viii. Restricted units must include adequate air conditioning and heating.

4. Utilities.

- a. Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.
- b. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.A.C 5:80-26.13(e).

5. Low/moderate split and bedroom distribution.

- a. Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.
- b. In each affordable housing development, at least 50% of the restricted units within each bedroom distribution rounded down to the nearest whole number shall be very low- or low-income units.
- c. Within rental developments, of the total number of affordable rental units, at least 13%, rounded up to the nearest whole number, shall be affordable to very low-income households. The very low-income units shall be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count, and counted as part of the required number of low-income units within the development.
- d. Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:
 - i. At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
 - ii. Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
 - iii. The combined number of efficiency and one-bedroom units shall be no greater than 20%, rounded up, of the total number of low- and moderate-income units. The municipality has chosen to allow rounding.
 - iv. At least 30% of all low- and moderate-income units, rounded down shall be two-bedroom units. The municipality has chosen to allow rounding.
 - v. At least 20% of all low- and moderate-income units, rounded down shall be three-bedroom units. The municipality has chosen to allow rounding.
 - vi. The remaining units may be allocated among two- and three- bedroom units at the discretion of the developer.
- e. Affordable housing developments that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit arrangements, shall be structured such that, at a minimum, the number of bedrooms shall equal the number of age-restricted or supportive housing low- and moderate-income units within the inclusionary development. Supportive housing units whose sponsoring program determines the unit arrangement shall comply with all requirements of the sponsoring program. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. In affordable

housing developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must comprise at least 5% of those restricted units.

6. Accessibility requirements.

- a. Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. "Ground floor" means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.
- b. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multi-floor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:
 - i. An adaptable toilet and bathing facility on the first floor;
 - ii. An adaptable kitchen on the first floor;
 - iii. An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
 - iv. An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;
 - v. If not all of the foregoing requirements in b.i. through b.iv. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and
 - vi. An accessible entranceway as set forth in P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
 - (a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - (b) To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
 - (c) The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

- (d) The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.
- (e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Affordable Housing Trust Fund and earmarked appropriately.

vii. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is “site-impracticable” to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

E. Affordable Housing Programs

1. Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, “All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions.” The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.
2. Rehabilitation Programs (per N.J.A.C. 5:93-5.2 with updated provisions herein per N.J.A.C. 5:97-6.2 related to credit towards a municipal present need obligation).
 - a. The rehabilitation program shall be designed to renovate deficient housing units occupied or intended to be occupied by very low-, low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28-1.1 et seq or the Rehabilitation Subcode, N.J.A.C. 5:23-6 to the extent applicable.
 - b. Both ownership and rental units shall be eligible for rehabilitation funds.
 - c. All rehabilitated units shall remain affordable to very low-, low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the control period shall be enforced with a mortgage and note and for renter-occupied units the control period will be enforced with a deed restriction.
 - d. The municipality shall dedicate a minimum average hard cost of \$10,000 for each unit to be rehabilitated through this program and in addition shall dedicate associated rehabilitation program soft costs such as case management, inspection fees and work write-ups.

- e. The municipality shall designate, subject to the approval of the Department, one or more Administrative Agents to administer the rehabilitation program in accordance with P.L 2024, Chapter 2. The Administrative Agent(s) shall provide rehabilitation manuals for ownership and rental rehabilitation programs. Manuals shall be adopted by resolution of the governing body. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and on the municipal affordable housing web page.
- f. Households determined to be very low-, low-, or moderate-income may participate in a rehabilitation program. Rehabilitated units shall be exempt from the very low-income requirements, low/mod split, and bedroom distribution requirements of UHAC, but shall be administered in accordance with the following:
 - i. If a unit is vacant at the time of rehabilitation, or if a rehabilitated unit becomes vacant and is re-rented before the expiration of the affordability controls, the deed restriction shall require that the unit be rented to a low- or moderate-income household at an affordable rent.
 - ii. If a rental unit is occupied by a tenant at the time rehabilitation is completed, the rent charged after rehabilitation shall not exceed the lesser of the tenant's current rent or the maximum rent permitted under UHAC.
 - iii. Rents in rehabilitated units may increase annually based on the standards in UHAC.
 - iv. At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.
- 3. Redevelopment (per N.J.A.C. 5:97-6.6) affordable housing units created within a formally designated redevelopment area pursuant to New Jersey's Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 et seq. shall satisfy the standards set forth in N.J.A.C. 5:97-6.6.

F. Regional Income Limits.

- 1. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
- 2. Regional income limits are based on regional median income, which is established by a regional weighted average of the "median family incomes" published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.
- 3. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

G. Maximum Initial Rents And Sales Prices.

- 1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.
- 2. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.

3. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60% of regional median income.
4. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income. These very low-income units shall be part of the low-income requirement and very-low-income units should be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count.
5. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70% of median income, and each affordable housing development must achieve an affordability average that does not exceed 55% for all restricted ownership units. In achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type when the number of low- and moderate-income units permits.
6. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.
7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted family units, the following standards shall be met:
 - a. A studio or efficiency unit shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half person household;
 - c. A two-bedroom unit shall be affordable to a three-person household;
 - d. A three-bedroom unit shall be affordable to a four and one-half person household; and
 - e. A four-bedroom unit shall be affordable to a six-person household.
8. In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:
 - a. A studio or efficiency unit shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half person household; and
 - c. A two-bedroom unit shall be affordable to a two-person household or to two one-person households. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.

9. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Freddie Mac 30-Year Fixed Rate-Mortgage rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.
10. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented. The initial rent for a restricted rental unit shall be calculated so the eligible monthly housing expenses/income, including an allowance for tenant-paid utilities does not exceed 30 percent of gross income of and the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented.
11. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following proper notice provided to the occupant household pursuant to N.J.S.A. 2A:18-61.1.f, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." Rent increases for units constructed pursuant to Low-Income Housing Tax Credit regulations shall be indexed pursuant to the regulations governing Low-Income Housing Tax Credits.

H. Affirmative Marketing.

1. The municipality shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.
2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 2 (Essex, Morris, Union, and Warren Counties) and is required to be followed throughout the period of deed restriction.
3. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences.

- a. Where the municipality has entered into an agreement with a developer or residential development owner to provide a preference for very-low-, low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.
- b. There shall be a regional preference for all households that live and/or work in Housing Region 2 comprising Essex, Morris, Union, and Warren Counties.
- c. Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.

4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Process, including the marketing of initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the municipality shall implement the Affirmative Marketing Process to ensure the Affirmative Marketing of all affordable units, with the exception of affordable programs that are exempt from Affirmative Marketing as noted herein.

5. The Affirmative Marketing Process shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Process, the Administrative Agent shall consider the use of language translations where appropriate.

6. Applications for affordable housing or notices thereof, if offered online, shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and municipal library in the municipality in which the units are located; and the developer's rental or sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.

7. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph.

8. In implementing the Affirmative Marketing Process, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

9. The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

10. The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception of Affirmative Marketing for resales.

I. Selection of Occupants of Affordable Housing Units.

1. The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.

2. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

J. Occupancy Standards.

1. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - a. Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
 - b. Provide a bedroom for every two adult occupants;
 - c. With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
 - d. Avoid placing a one-person household into a unit with more than one bedroom.

K. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.
2. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).
3. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.
4. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.
5. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
 - a. If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
 - b. If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
6. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
7. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the

nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

8. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
9. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

L. Price Restrictions for Restricted Ownership Units and Resale Prices.

1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
 - a. The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
 - b. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C 5:80-26.7.
 - i. If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.
 - ii. If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3
 - c. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:
 - i. those that render the unit suitable for a larger household or the addition of a bathroom.
 - ii. The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);
 - d. No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.

2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. 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 of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

M. Buyer Income Eligibility.

1. Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80% of median income.
2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.
3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon

application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
 - b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
 - c. The household is currently in substandard or overcrowded living conditions;
 - d. The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

N. Limitations on Indebtedness Secured by Ownership Unit; Subordination.

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
2. With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).

O. Control Periods for Restricted Rental Units.

1. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and amended December 20, 2004, 36 N.J.R. 5713 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.
2. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.
3. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed

restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.

4. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.
5. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
6. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be recorded by the developer with the county records office, and provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.
7. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - a. Sublease or assignment of the lease of the unit;
 - b. Sale or other voluntary transfer of the ownership of the unit;
 - c. The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
 - d. The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

P. Rent Restrictions for Rental Units; Leases and Fees.

1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
2. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
3. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
 - a. Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
4. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
5. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share

programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.

6. Pet fees may not exceed \$30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
7. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
8. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

Q. Tenant Income Eligibility.

1. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
 - a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income by household size.
 - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income by household size.
 - c. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.
2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - c. The household is currently in substandard or overcrowded living conditions;
 - d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
3. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

R. Municipal Housing Liaison.

1. The Municipal Housing Liaison shall be approved by municipal resolution.
2. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in N.J.A.C. 5:99-1 et seq.
3. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:
 - a. Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
 - b. The oversight of the Affirmative Marketing Plan and affordability controls.
 - c. When applicable, overseeing and monitoring any contracting Administrative Agent.
 - d. Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
 - e. Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
 - f. Coordinating meetings with affordable housing providers and administrative agents, as needed.
 - g. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
 - h. Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.
 - i. Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.
 - j. Listing on the municipal website contact information for the MHL and Administrative Agents.

S. Administrative Agent.

1. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.
2. The fees for administrative agents shall be paid as follows:
 - a. Administrative agent fees related to rental units shall be paid by the developer/owner.
 - b. Administrative agent fees related to initial sale of units shall be paid by the developer.

- c. Administrative agent fees related to resales shall be paid by the seller of the affordable home.
 - d. Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.
- 3. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.
- 4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:
 - a. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
 - b. Affirmative marketing:
 - i. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.
 - ii. Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.
 - c. Household certification.
 - i. Soliciting, scheduling, conducting and following up on interviews with interested households.
 - ii. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
 - iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the firm, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.
 - v. Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.
 - vi. Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
 - d. Affordability controls.
 - i. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.

- ii. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.
- iii. Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.
- iv. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
- e. Records retention.
 - i. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.
 - ii. Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.
- f. Resales and re-rentals.
 - i. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.
 - ii. Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.
- g. Processing requests from unit owners.
 - i. Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.
 - ii. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.
 - iii. Notifying the municipality of an owner's intent to sell a restricted unit.
 - iv. Making determinations on requests by owners of restricted units for hardship waivers.
- h. Enforcement.
 - i. Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

- ii. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- iii. Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;
- iv. Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
- v. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.

- i. The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

T. Responsibilities of the Owner of a development containing affordable units.

- 1. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:
 - a. Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.
 - b. The total number of units in the project and the number of affordable units.
 - c. The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.
 - d. Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.
 - e. A projected construction schedule.
 - f. The location of any common areas and elevators.
 - g. The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.
- 2. In addition to A above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:

- a. Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.
- b. Provide to the administrative agent a description of any applicable fees.
- c. Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
- d. Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.
- e. Provide to the administrative agent a proposed form of lease for any rental units.
- f. Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive than the tenant selection criteria for applicants for non-restricted units.
- g. Strive to maintain the continued occupancy of the affordable units during the entire restricted period.

3. In addition to A, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:

- a. Proposed pricing for all units, including any purchaser options and add-on items.
- b. Condominium or homeowner association fees and any other applicable fees.
- c. Estimated real property taxes.
- d. Sewer, water, trash disposal, and any other utility assessments.
- e. Flood insurance requirement, if applicable.
- f. The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

U. Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
2. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

- a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
 - i. To the maximum extent permitted by law, a fine of not more than \$1,000.00 or imprisonment for a period not to exceed ten (10) days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
 - ii. In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - iii. In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
3. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be \$5,000, the fine for the second offense of noncompliance shall be \$10,000, and the fine for each subsequent offense of noncompliance shall be \$15,000.
4. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.
 - a. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
 - b. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall

be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

- c. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- d. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.
- e. Failure of the low- or moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.
- f. The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.

5. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for

the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.

6. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.
7. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.
8. Appeals
 - a. Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 39-2026

BILLS LIST RESOLUTION

WHEREAS, the Mayor and the Town Council of the Town of Dover have examined all bills presented for payment; and

WHEREAS, the Chief Financial Officer has certified that there are sufficient funds in the account(s) to which respective bills have been charged.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Town Council of the Town of Dover do hereby approve the bills as listed; and

BE IT FURTHER RESOLVED that the proper officials are hereby authorized to sign the checks for payment of same.

CURRENT APPROPRIATIONS RESERVE ACCT claims in the amount of:	\$31,922.64
CURRENT APPROPRIATIONS ACCT claims in the amount of:	\$3,688,192.95
GENERAL CAPITAL ACCT claims in the amount of:	\$23,332.50
WATER UTILITY RESERVE ACCT claims in the amount of:	\$9,981.20
WATER UTILITY ACCT claims in the amount of:	\$133,072.58
WATER CAPITAL ACCT claims in the amount of:	\$0.00
PARKING UTILITY RESERVE ACCT claims in the amount of:	\$0.00
PARKING UTILITY ACCT claims in the amount of:	\$34,236.21
UNEMPLOYMENT TRUST ACCT claims in the amount of:	\$0.00
ANIMAL CONTROL TRUST ACCT claims in the amount of:	\$0.00
COAH TRUST ACCT claims in the amount of:	\$0.00
TRUST/OTHER ACCT claims in the amount of:	<u>\$14,660.50</u>
TOTAL CLAIMS TO BE PAID	\$3,935,398.58

BE IT FURTHER RESOLVED that the following claims have been paid prior to the Bill List Resolution in the following amounts:

TRUST/OTHER ACCT claims in the amount of:	\$0.00
GENERAL CAPITAL ACCT WIRE claims in the amount of:	\$0.00
CURRENT APPROPRIATIONS ACCT claims in the amount of:	\$20,585.24
WATER UTILITY OPERATING claims in the amount of:	\$1,061.40
TOTAL CLAIMS PAID	\$0.00
TOTAL BILL LIST RESOLUTION	\$3,935,398.58

ATTEST:

TOWN OF DOVER, COUNTY OF MORRIS

Edward Ramirez, Acting Deputy Clerk

James P. Dodd, Mayor



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 40-2026

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER APPROVING TAXIS/LIMOS TO BE LICENSED IN THE TOWN OF DOVER

WHEREAS, the following company, has applied for a taxi/limo license to operate the vehicle(s) listed below in the Town of Dover; and

WHEREAS, the appropriate municipal departments have reviewed the application(s) as required and have no objections to same being licensed as taxicab(s)/limo(s); and

WHEREAS, the taxicab(s)/limo(s) have passed the Police Department Inspection to ensure the vehicle functions as intended and is equipped with the mandatory safety equipment

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Dover, County of Morris and State of New Jersey that the taxicab(s)/limo(s) listed below are hereby approved for taxi/limo license(s) in the Town of Dover.

PREMIER CAR SERVICES CORP.

2016 TOYOTA SIENNA	OT360H	5TDJK3DC2GS144290	Renewal	TAXI #64
2014 TOYOTA CAMRY	OT444C	4T4BF1FK0ER405069	Renewal	TAXI #70

ATTEST:

Edward Ramirez, Acting Deputy Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 41-2026

**RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER,
COUNTY OF MORRIS, STATE OF NEW JERSEY APPROVING TAXICAB DRIVER
LICENSES**

WHEREAS, applications for taxicab driver's licenses have been made by the person listed below; and

WHEREAS, the Police Department of the Town of Dover has reviewed their application and has advised that there is no prohibition to the issuance of their license; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Dover, County of Morris and State of New Jersey that the following taxi driver licenses are hereby approved:

DOVER TAXI

Geraldo Santana, Angel J.

GEO'S TAXI LLC

Pulido Dia, William A.

PREMIER CAR SERVICES CORP.

Higuera Lopez, Luis O.

ATTEST:

Edward Ramirez, Acting Deputy Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 42-2026

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A CERTIFICATE OF COMPLETION CONCERNING THE REDEVELOPMENT OF PROPERTY AT 2 COMMERCE CENTER DRIVE (BLOCK 901, LOT 1.05)

WHEREAS, the Town adopted the North Sussex Landfill Redevelopment Plan on or about December 14, 1999, which plan was revised April 24, 2001, February 12, 2002 and April 13, 2005, and may have been further amended from time to time (as amended, the "Redevelopment Plan"), for property then described as Block 901, Lot 1 (the "Property") and declared the property to be in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"); and

WHEREAS, Woodmont Dover ET, L.L.C. ("Woodmont"), the initial "Redeveloper" pursuant to the Redevelopment Plan, conveyed title to all or portions of the Property to Briad Lodging Group Dover, L.L.C. ("Briad"), which entity undertook the redevelopment of all or portions of the Property and assumed the obligations of Woodmont as the "Redeveloper" under the Redevelopment Plan with respect to all or portions of the Property; and

WHEREAS, SW Dover I, L.P. ("SWDI") and Woodmont were parties to an Amended and Restated Maintenance Plan Agreement, dated March 27, 2007 (the "MPA 1"), as evidenced by a Memorandum of Amended and Restated Maintenance Plan Agreement dated August 4, 2014 and recorded August 28, 2014, as instrument No. 2014045648, records of Morris County, New Jersey; and

WHEREAS, the MPA 1 provides for maintenance of a roadway parcel, landscaping, lighting and related improvements located on the roadway parcel and the satisfaction of other requirements pursuant to a Developer's Agreement, dated October 5, 2005, between SWDI, Woodmont Dover and the Town, filed in the Office of the Clerk of Morris County at Deed Book OR 20536, Page 1655 (the "RDA 1"), with the roadway parcel being described on that certain final major subdivision plan entitled "Final Major Sub-Division, Lots 1 and 1.01 in Block 901 in the Town of Dover, Morris County, New Jersey," which map was filed in the Office of the Clerk of Morris County as Map 5991-106407 on October 13, 2005 (the "2005 Filed Map"); and

WHEREAS, the MPA 1 allocated certain rights and responsibilities between Woodmont, as the owner of Block 901, Lot 1.04, and SWDI, as the owner of Block 901, Lot 1.03, as such lots are described on the 2005 Filed Map; and

WHEREAS, the Town Planning Board (the "Planning Board") by resolution, dated on or about July 26, 2006, approved a subdivision of Block 901, Lot 1.04 to create Block 901, Lot 1.04 and Lot 1.05 (the "Board Resolution"); and

WHEREAS, the Planning Board subsequently approved the development of a hotel on Block 901, Lot 1.05 (the "Hotel Property"), and Briad developed a hotel on the Hotel property; and

WHEREAS, Briad subsequently conveyed the Hotel Property to MCRS Dover LLC, or its affiliate ("MCRS"); and

WHEREAS, pursuant to an undated Redevelopment Agreement between the Town and MCRS (the "RDA 2"), MCRS succeeded to and assumed the obligations of Briad and Woodmont under the Redevelopment Plan; and

WHEREAS, MCRS additionally assumed the obligations of Briad pursuant to an Amended and Restated Maintenance Plan Agreement between the Town of Dover and MCRS, dated December 10, 2010 (the “MPA 2”), pursuant to a Developer’s Agreement and Assumption of Maintenance Plan Agreement between the Town and MCRS, dated on or about December 14, 2010 (the “RDA 3”); and

WHEREAS, by Resolution, dated June 13, 2017, the Town approved the transfer of the Hotel Property by MCRS to the AHIP NJ Dover Properties, LLC (the “Redeveloper”) and the lease of the Hotel Property by the Redeveloper to AHIP NJ Dover Enterprises LLC, a Delaware limited liability, on the condition that Redeveloper assume certain obligations concerning the management, maintenance and development of the Hotel Property; and

WHEREAS, the Town and Redeveloper entered into that certain Assignment and Assumption of Redevelopment Agreements and Maintenance Plan Agreements, dated as of June 21, 2017 (the “RDA Assumption Agreement”), wherein Redeveloper agreed to, *inter alia*:

- (a) comply with all conditions of the Board Resolution, the Redevelopment Plan, the MPA 2, the RDA 3, and covenants applicable to the Hotel property and not previously performed or completed by Woodmont, Briad or MCRS contained in the Deed, dated October 5, 2005 and recorded October 14, 2005 in Deed Book 6462, Page 192 in the Morris County land records, and
- (b) assume and succeed to the obligations of Woodmont, Briad and MCRS regarding the Hotel Property to the extent not yet completed; and

WHEREAS, the Redeveloper further entered into a Joinder to Property Management Agreement and Amended and Restated Maintenance Plan Agreement, dated as of November 30, 2017 (the “PMA/MPA Joinder”), with Woodmont for the Hotel Property, wherein Redeveloper agreed to, *inter alia*:

- (a) assume the rights, privileges and obligations of MCRS as the owner of Hotel Property under the certain Property Management Agreement, dated September 26, 2008, by and among Briad, Woodmont and SWDI, pursuant to a Joinder executed by MCRS dated March 1, 2011 (together with the PMA/MPA Joinder, collectively, the “Property Management Agreements”); and to confirm Redeveloper’s assumption of such obligations under the Property Management Agreements, and
- (b) honor the terms and conditions of the MPA 1 and assume any and all of the obligations and responsibilities under the MPA 1 allocated to the owner of the Hotel Property to the extent arising and accrued on and after Redeveloper’s taking title to the Hotel Property (the MPA 1, the MPA 2 (as assigned under the RDA Assumption Agreement), and the PMA/MPA Joinder are collectively referred to herein as the “Maintenance Plan Agreements”); and

WHEREAS, the Redeveloper is the fee owner of the Hotel Property having acquired fee title on or about November 30, 2017, and intends to sell the Hotel Property; and

WHEREAS, the Redeveloper’s predecessors completed the development of the Hotel Property and obtained certificates of occupancy for such development; and

WHEREAS, the Redeveloper has represented and will certify to the Town that the Redeveloper and/or its predecessors, have completed, satisfied and complied with all of the obligations under and in accordance with the RDA 1, the RDA 2, the RDA 3 and, except as it relates to any maintenance plan agreement, the RDA Assumption Agreement (collectively, the “Redevelopment Agreements”) related to the Hotel Property; and

WHEREAS, the Redeveloper has requested that the Town issue a Certificate of Completion concerning the obligations of Redeveloper and its predecessors under the Redevelopment Agreements,

with the intention that the Property Management Agreements and the Maintenance Plan Agreements not be affected by such Certificate of Compliance and remain in full force and effect; and

WHEREAS, in accordance with the Redevelopment Law and the general practice of the Town to issue a Certificate of Completion upon completion of a project, the Town has agreed to issue a Certificate of Completion concerning the obligations of Redeveloper and its predecessors under the Redevelopment Agreements; and

WHEREAS, the Town has determined that the Redeveloper has substantially completed the redevelopment of the Hotel Property so as to warrant the issuance of a Certificate of Completion for such Hotel Property; and

WHEREAS, the Town has further determined that the conditions determined to exist at the time the Hotel Property was designated an area in need of redevelopment no longer exist and the terms, obligations and conditions of the Redevelopment Agreements have been satisfied with respect thereto, and that the Certificate of Completion in the form attached hereto (the "Certificate of Completion") should be issued therefor.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Dover in the County of Morris, New Jersey, that the form of Certificate of Completion for the development of the Hotel Property Project is approved, subject to any and all conditions contained herein and such revisions as deemed advisable by the Township Attorney or Redevelopment Counsel; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute the Certificate of Completion for the Completed Project, with such revisions as deemed advisable by the Township Attorney or Special Redevelopment Counsel, on behalf of the Township of Belleville and to perform the obligations of the Township and enforce its rights thereunder; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately but no sooner than as permitted by law; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published as and if required by law.

ATTEST:

Edward Ramirez, Acting Deputy Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 43-2026

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE TOWN TO EXECUTE AN ESCROW AGREEMENT WITH AHIP NJ DOVER PROPERTIES LLC

WHEREAS, the Town adopted the North Sussex Landfill Redevelopment Plan on or about December 14, 1999, which plan was revised April 24, 2001, February 12, 2002 and April 13, 2005, and may have been further amended from time to time (as amended, the “Redevelopment Plan”), for property then described as Block 901, Lot 1 (the “Property”) and declared the property to be in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”); and

WHEREAS, Woodmont Dover ET, L.L.C. (“Woodmont”), the initial “Redeveloper” pursuant to the Redevelopment Plan, conveyed title to all or portions of the Property to Briad Lodging Group Dover, L.L.C. (“Briad”), which entity undertook the redevelopment of all or portions of the Property and assumed the obligations of Woodmont as the “Redeveloper” under the Redevelopment Plan with respect to all or portions of the Property; and

WHEREAS, SW Dover I, L.P. (“SWDI”) and Woodmont were parties to an Amended and Restated Maintenance Plan Agreement, dated March 27, 2007 (the “MPA 1”), as evidenced by a Memorandum of Amended and Restated Maintenance Plan Agreement dated August 4, 2014 and recorded August 28, 2014, as instrument No. 2014045648, records of Morris County, New Jersey; and

WHEREAS, the MPA 1 provides for maintenance of a roadway parcel, landscaping, lighting and related improvements located on the roadway parcel and the satisfaction of other requirements pursuant to a Developer’s Agreement, dated October 5, 2005, between SWDI, Woodmont Dover and the Town, filed in the Office of the Clerk of Morris County at Deed Book OR 20536, Page 1655 (the “RDA 1”), with the roadway parcel being described on that certain final major subdivision plan entitled “Final Major Sub-Division, Lots 1 and 1.01 in Block 901 in the Town of Dover, Morris County, New Jersey,” which map was filed in the Office of the Clerk of Morris County as Map 5991-106407 on October 13, 2005 (the “2005 Filed Map”); and

WHEREAS, the MPA 1 allocated certain rights and responsibilities between Woodmont, as the owner of Block 901, Lot 1.04, and SWDI, as the owner of Block 901, Lot 1.03, as such lots are described on the 2005 Filed Map; and

WHEREAS, the Town Planning Board (the “Planning Board”) by resolution, dated on or about July 26, 2006, approved a subdivision of Block 901, Lot 1.04 to create Block 901, Lot 1.04 and Lot 1.05 (the “Board Resolution”); and

WHEREAS, the Planning Board subsequently approved the development of a hotel on Block 901, Lot 1.05 (the “Hotel Property”), and Briad developed a hotel on the Hotel property; and

WHEREAS, Briad subsequently conveyed the Hotel Property to MCRS Dover LLC, or its affiliate (“MCRS”); and

WHEREAS, pursuant to an undated Redevelopment Agreement between the Town and MCRS (the “RDA 2”), MCRS succeeded to and assumed the obligations of Briad and Woodmont under the Redevelopment Plan; and

WHEREAS, MCRS additionally assumed the obligations of Briad pursuant to an Amended and Restated Maintenance Plan Agreement between the Town of Dover and MCRS, dated December 10, 2010 (the “MPA 2”), pursuant to a Developer’s Agreement and Assumption of Maintenance Plan Agreement between the Town and MCRS, dated on or about December 14, 2010 (the “RDA 3”); and

WHEREAS, by Resolution, dated June 13, 2017, the Town approved the transfer of the Hotel Property by MCRS to the AHIP NJ Dover Properties, LLC (the “Redeveloper”) and the lease of the Hotel Property by the Redeveloper to AHIP NJ Dover Enterprises LLC, a Delaware limited liability, on the condition that Redeveloper assume certain obligations concerning the management, maintenance and development of the Hotel Property; and

WHEREAS, the Town and Redeveloper entered into that certain Assignment and Assumption of Redevelopment Agreements and Maintenance Plan Agreements, dated as of June 21, 2017 (the “RDA Assumption Agreement”), wherein Redeveloper agreed to, *inter alia*:

- (a) comply with all conditions of the Board Resolution, the Redevelopment Plan, the MPA 2, the RDA 3, and covenants applicable to the Hotel property and not previously performed or completed by Woodmont, Briad or MCRS contained in the Deed, dated October 5, 2005 and recorded October 14, 2005 in Deed Book 6462, Page 192 in the Morris County land records, and
- (b) assume and succeed to the obligations of Woodmont, Briad and MCRS regarding the Hotel Property to the extent not yet completed; and

WHEREAS, the Redeveloper further entered into a Joinder to Property Management Agreement and Amended and Restated Maintenance Plan Agreement, dated as of November 30, 2017 (the “PMA/MPA Joinder”), with Woodmont for the Hotel Property, wherein Redeveloper agreed to, *inter alia*:

- (a) assume the rights, privileges and obligations of MCRS as the owner of Hotel Property under the certain Property Management Agreement, dated September 26, 2008, by and among Briad, Woodmont and SWDI, pursuant to a Joinder executed by MCRS dated March 1, 2011 (together with the PMA/MPA Joinder, collectively, the “Property Management Agreements”); and to confirm Redeveloper’s assumption of such obligations under the Property Management Agreements, and
- (b) honor the terms and conditions of the MPA 1 and assume any and all of the obligations and responsibilities under the MPA 1 allocated to the owner of the Hotel Property to the extent arising and accrued on and after Redeveloper’s taking title to the Hotel Property (the MPA 1, the MPA 2 (as assigned under the RDA Assumption Agreement), and the PMA/MPA Joinder are collectively referred to herein as the “Maintenance Plan Agreements”); and

WHEREAS, the Redeveloper is the fee owner of the Hotel Property having acquired fee title on or about November 30, 2017, and intends to sell the Hotel Property; and

WHEREAS, the Redeveloper’s predecessors completed the development of the Hotel Property and obtained certificates of occupancy for such development; and

WHEREAS, the Redeveloper has represented and will certify to the Town that the Redeveloper and/or its predecessors, have completed, satisfied and complied with all of the obligations under and in accordance with the RDA 1, the RDA 2, the RDA 3 and, except as it relates to any maintenance plan agreement, the RDA Assumption Agreement (collectively, the “Redevelopment Agreements”) related to the Hotel Property; and

WHEREAS, the Redeveloper has requested that the Town issue a Certificate of Completion concerning the obligations of Redeveloper and its predecessors under the Redevelopment Agreements,

with the intention that the Property Management Agreements and the Maintenance Plan Agreements not be affected by such Certificate of Compliance and remain in full force and effect; and

WHEREAS, in accordance with the Redevelopment Law and the general practice of the Town to issue a Certificate of Completion upon completion of a project, the Town has agreed to issue a Certificate of Completion concerning the obligations of Redeveloper and its predecessors under the Redevelopment Agreements subject to Redeveloper's payment of the Reimbursable Town Costs (as defined in the Escrow Agreement) related to same; and

WHEREAS, the Redeveloper and the Town have agreed to enter into an Escrow Agreement in the form attached hereto (the "Escrow Agreement"), between the Town and Redeveloper in order to, *inter alia*, establish an escrow to provide for Redeveloper's payment of the Town Reimbursable Costs (as defined in the Escrow Agreement) related to the issuance of the Certificate of Completion and assignment of the Maintenance Plan Agreements.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Dover in the County of Morris, New Jersey, that the form of Escrow Agreement by and between the Town and AHIP NJ Dover Properties, LLC is approved, subject to any and all conditions contained herein and such revisions as deemed advisable by the Town Attorney or Redevelopment Counsel; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute the Escrow Agreement concerning the redevelopment of the Property, with such revisions as deemed advisable by the Town Attorney or Redevelopment Counsel, on behalf of the Town of Dover and to perform the obligations of the Town and enforce its rights thereunder; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately but no sooner than as permitted by law; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published as and if required by law.

ATTEST:

Edward Ramirez, Acting Deputy Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 44-2026

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, CONSENTING TO THE ASSIGNMENT OF MAINTNENANCE PLAN AGREEMENTS CONCERNING THE REDEVELOPMENT OF PROPERTY AT 2 COMMERCE CENTER DRIVE (BLOCK 901, LOT 1.05)

WHEREAS, the Town adopted the North Sussex Landfill Redevelopment Plan on or about December 14, 1999, which plan was revised April 24, 2001, February 12, 2002 and April 13, 2005, and may have been further amended from time to time (as amended, the “Redevelopment Plan”), for property then described as Block 901, Lot 1 (the “Property”) and declared the property to be in need XX-2026 of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”); and

WHEREAS, Woodmont Dover ET, L.L.C. (“Woodmont”), the initial “Redeveloper” pursuant to the Redevelopment Plan, conveyed title to all or portions of the Property to Briad Lodging Group Dover, L.L.C. (“Briad”), which entity undertook the redevelopment of all or portions of the Property and assumed the obligations of Woodmont as the “Redeveloper” under the Redevelopment Plan with respect to all or portions of the Property; and

WHEREAS, SW Dover I, L.P. (“SWDI”) and Woodmont were parties to an Amended and Restated Maintenance Plan Agreement, dated March 27, 2007 (the “MPA 1”), as evidenced by a Memorandum of Amended and Restated Maintenance Plan Agreement dated August 4, 2014 and recorded August 28, 2014, as instrument No. 2014045648, records of Morris County, New Jersey; and

WHEREAS, the MPA 1 provides for maintenance of a roadway parcel, landscaping, lighting and related improvements located on the roadway parcel and the satisfaction of other requirements pursuant to a Developer’s Agreement, dated October 5, 2005, between SWDI, Woodmont Dover and the Town, filed in the Office of the Clerk of Morris County at Deed Book OR 20536, Page 1655 (the “RDA 1”), with the roadway parcel being described on that certain final major subdivision plan entitled “Final Major Sub-Division, Lots 1 and 1.01 in Block 901 in the Town of Dover, Morris County, New Jersey,” which map was filed in the Office of the Clerk of Morris County as Map 5991-106407 on October 13, 2005 (the “2005 Filed Map”); and

WHEREAS, the MPA 1 allocated certain rights and responsibilities between Woodmont, as the owner of Block 901, Lot 1.04, and SWDI, as the owner of Block 901, Lot 1.03, as such lots are described on the 2005 Filed Map; and

WHEREAS, the Town Planning Board (the “Planning Board”) by resolution, dated on or about July 26, 2006, approved a subdivision of Block 901, Lot 1.04 to create Block 901, Lot 1.04 and Lot 1.05 (the “Board Resolution”); and

WHEREAS, the Planning Board subsequently approved the development of a hotel on Block 901, Lot 1.05 (the “Hotel Property”), and Briad developed a hotel on the Hotel property; and

WHEREAS, Briad subsequently conveyed the Hotel Property to MCRS Dover LLC, or its affiliate (“MCRS”); and

WHEREAS, pursuant to an undated Redevelopment Agreement between the Town and MCRS (the “RDA 2”), MCRS succeeded to and assumed the obligations of Briad and Woodmont under the Redevelopment Plan; and

WHEREAS, MCRS additionally assumed the obligations of Briad pursuant to an Amended and Restated Maintenance Plan Agreement between the Town of Dover and MCRS, dated December 10, 2010 (the “MPA 2”), pursuant to a Developer’s Agreement and Assumption of Maintenance Plan Agreement between the Town and MCRS, dated on or about December 14, 2010 (the “RDA 3”); and

WHEREAS, by Resolution, dated June 13, 2017, the Town approved the transfer of the Hotel Property by MCRS to the AHIP NJ Dover Properties, LLC (the “Redeveloper”) and the lease of the Hotel Property by the Redeveloper to AHIP NJ Dover Enterprises LLC, a Delaware limited liability, on the condition that Redeveloper assume certain obligations concerning the management, maintenance and development of the Hotel Property; and

WHEREAS, the Town and Redeveloper entered into that certain Assignment and Assumption of Redevelopment Agreements and Maintenance Plan Agreements, dated as of June 21, 2017 (the “RDA Assumption Agreement”), wherein Redeveloper agreed to, *inter alia*:

- (a) comply with all conditions of the Board Resolution, the Redevelopment Plan, the MPA 2, the RDA 3, and covenants applicable to the Hotel property and not previously performed or completed by Woodmont, Briad or MCRS contained in the Deed, dated October 5, 2005 and recorded October 14, 2005 in Deed Book 6462, Page 192 in the Morris County land records, and
- (b) assume and succeed to the obligations of Woodmont, Briad and MCRS regarding the Hotel Property to the extent not yet completed; and

WHEREAS, the Redeveloper further entered into a Joinder to Property Management Agreement and Amended and Restated Maintenance Plan Agreement, dated as of November 30, 2017 (the “PMA/MPA Joinder”), with Woodmont for the Hotel Property, wherein Redeveloper agreed to, *inter alia*:

- (a) assume the rights, privileges and obligations of MCRS as the owner of Hotel Property under the certain Property Management Agreement, dated September 26, 2008, by and among Briad, Woodmont and SWDI, pursuant to a Joinder executed by MCRS dated March 1, 2011 (together with the PMA/MPA Joinder, collectively, the “Property Management Agreements”); and to confirm Redeveloper’s assumption of such obligations under the Property Management Agreements, and
- (b) honor the terms and conditions of the MPA 1 and assume any and all of the obligations and responsibilities under the MPA 1 allocated to the owner of the Hotel Property to the extent arising and accrued on and after Redeveloper’s taking title to the Hotel Property (the MPA 1, the MPA 2 (as assigned under the RDA Assumption Agreement), and the PMA/MPA Joinder are collectively referred to herein as the “Maintenance Plan Agreements”); and

WHEREAS, the Redeveloper is the fee owner of the Hotel Property having acquired fee title on or about November 30, 2017, and intends to sell the Hotel Property to NexGen Hospitality VIII, LLC; and

WHEREAS, in connection with the sale of the Hotel Property, Redeveloper desires to assign the Maintenance Plan Agreements to NexGen Hospitality VIII, LLC, and has requested that the Town consent to such assignment to ensure the performance of the maintenance obligations under the Maintenance Plan Agreements by the new owner; and

WHEREAS, the Mayor and Town Council have reviewed the experience of and qualifications of NexGen Hospitality VIII LLC and desire to consent to the proposed assignment of the Maintenance Plan Agreements to NexGen Hospitality VIII, LLC.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Dover in the County of Morris, New Jersey, hereby consents to the assignment of the Maintenance Plan Agreements to NexGen Hospitality VIII, LLC; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute an Assignment and Assumption of Maintenance Plan Agreements by and among the Town, AHIP NJ Dover Properties, LLC, as assignor, and NexGen Hospitality VIII, LLC, as assignee, in a form and with such revisions as deemed advisable by the Township Attorney or Redevelopment Counsel, on behalf of the Town of Dover so as to memorialize its consent to such assignment; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately but no sooner than as permitted by law; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published as and if required by law.

ATTEST:

Edward Ramirez, Acting Deputy Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 45-2026

RESOLUTION DESIGNATING PRR REALTY, LLC AS REDEVELOPER OF CERTAIN PROPERTY IN THE TOWN AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH PRR REALTY, LLC FOR REDEVELOPMENT OF CERTAIN PROPERTY IN THE TOWN

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the “Redevelopment Law”), provides a process for municipalities to participate in the redevelopment and improvement of parcel(s) of property designated as “areas in need of redevelopment”; and

WHEREAS, the Mayor and Town Council of the Town of Dover (the “Governing Body”) considered it to be in the best interest of the Town to have the Town Planning Board conduct a preliminary investigation of certain properties located in the Town and shown on the official Tax Map of the Town as Block 510, Lot 6; Block 510, Lot 6 (Unit B01); Block 1213, Lots 2 and 4; Block 1219, Lots 4, 5 and 6; Block 1803, Lot 11; and Block 1804, Lot 13 (collectively, the “Redevelopment Area”), to determine whether such Redevelopment Area, or any portions thereof, is a non-condemnation area in need of redevelopment; and

WHEREAS, in Resolution No. 285-2024, adopted November 12, 2024, the Governing Body authorized and directed the Planning Board to conduct a preliminary investigation to determine whether the Redevelopment Area, or any portions thereof, constitutes a non-condemnation “area in need of redevelopment” according to the criteria set forth in N.J.S.A. 40A:12A-5 of the Redevelopment Law; and

WHEREAS, with the recommendation of the Planning Board set forth in the Planning Board’s Resolution, dated April 17, 2025, the Governing Body declared the Redevelopment Area a non-condemnation area in need of redevelopment and authorized the preparation of a redevelopment plan for all or portions of the Redevelopment Area pursuant to the Redevelopment Law and as set forth in Resolution No. 124-2025, dated April 22, 2025; and

WHEREAS, the property commonly known as 46 S. Morris Street, and shown on the official Tax Map of the Town of Dover as Block 1804, Lot 13 (the “Property”) is located within the Redevelopment Area; and

WHEREAS, the Property is generally bounded by Monmouth Avenue to the north, S. Morris Street to the west, and developed properties to the south and east; and

WHEREAS, PRR Realty, LLC is the fee owner of the Property; and

WHEREAS, Graviano & Gillis Architects & Planners, LLC prepared a redevelopment plan for the Property entitled “Redevelopment Plan, Block 1804, Lot 13, Town of Dover, Morris County, New Jersey”, dated on or about November 18, 2025 (the “Redevelopment Plan”); and

WHEREAS, on or about November 25, 2025, the Governing Body introduced an ordinance to adopt the Redevelopment Plan and referred same to the Planning Board for master plan consistency review

under N.J.S.A. 40A:12A-7(e); and the Governing Body referred same to the Planning Board for master plan consistency review under N.J.S.A. 40A:12A-7(e); and

WHEREAS, the Planning Board considered and reviewed the Redevelopment Plan on December 18, 2025 and found that same is not inconsistent with the Town's Master Plan and 2018 Re-examination Report under N.J.S.A. 40A:12A-7(e) as stated in the letter report transmitted from the attorney for the Planning Board to the Governing Body, dated December 23, 2025; and

WHEREAS, on or about December 30, 2025, the Governing Body adopted Ordinance No. 47-2025 approving and adopting the Redevelopment Plan for the Property; and

WHEREAS, in furtherance of the redevelopment of the Redevelopment Area and to confirm the parties' rights and obligations with respect to the redevelopment of the Property, the parties desire to enter a Redevelopment Agreement (the "Redevelopment Agreement") as agreed upon by the parties, all in accordance with the provisions of the Redevelopment Law; and upon the full execution of such Redevelopment Agreement by the Town and the Redeveloper, recognize PRR Realty, LLC as redeveloper of the Redevelopment Area as provided for and in accordance with the provisions of the Redevelopment Law and the Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Dover in the County of Morris, New Jersey, that the form of Redevelopment Agreement by and between the Town and PRR Realty, LLC is approved, subject to any and all conditions contained herein and such revisions as deemed advisable by the Town Attorney or Redevelopment Counsel; and

BE IT FURTHER RESOLVED, upon the full execution of a Redevelopment Agreement between the Town and PRR Realty, LLC, that the Town will recognize PRR Realty, LLC as Redeveloper of the Property, as provided for and in accordance with the provisions of the Redevelopment Law; and

BE IT FURTHER RESOLVED, that said recognition of PRR Realty, LLC as Redeveloper of the Redevelopment is subject to and contingent upon PRR Realty, LLC: (1) entering into a Redevelopment Agreement with the Town concerning the Property in a form and with such revisions as deemed advisable by the Town Attorney or Redevelopment Counsel within thirty (30) days of this Resolution; (2) paying any and all costs incurred by the Town related to the implementation of this project as set forth in the Redevelopment Agreement; and (3) satisfying any other terms and conditions contained within the Redevelopment Agreement and required as part of any approval of the Dover Planning Board; and

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the Redevelopment Agreement, with such revisions as deemed advisable by the Town Attorney or Redevelopment Counsel, on behalf of the Town and to perform the obligations of the Town and enforce its rights thereunder; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be published as and if required by law.

ATTEST:

Edward Ramirez, Acting Deputy Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 46-2026

RESOLUTION OF THE TOWN OF DOVER, COUNTY OF MORRIS, APPOINTING A MUNICIPAL HOUSING LIAISON PURSUANT TO THE FAIR HOUSING ACT, AS AMENDED

WHEREAS, on March 20, 2024, Governor Murphy signed into law an Amendment (the “Amended FHA”) to the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.) (the “FHA”); and

WHEREAS, consistent the FHA, the Amended FHA and with N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et seq., as amended, the Town of Dover desires to appoint a Municipal Housing Liaison for the administration of its affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26 et seq., as amended; and

WHEREAS, the Town of Dover has amended its Code to provide for the appointment of a Municipal Housing Liaison to administer, in part, its affordable housing program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Dover in the County of Morris, New Jersey, that Alexander Dougherty is hereby appointed as the Municipal Housing Liaison for the administration of the Town’s affordable housing program, pursuant to and in accordance with the Code of the Town of Dover.

BE IT FURTHER RESOLVED that the Municipal Housing Liaison is authorized to undertake such activities necessary to perform his/her duties as Municipal Housing Liaison.

BE IT FURTHER RESOLVED that a copy of this resolution shall be published as and if required by law.

BE IT FURTHER RESOLVED, this Resolution shall take effect immediately, according to law.

ATTEST:

Edward Ramirez, Acting Deputy Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 47-2026

RESOLUTION OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, ADOPTING AN OPERATING MANUAL FOR THE ADMINISTRATION OF RENTAL AND FOR-SALE UNITS UNDER THE TOWN'S REHABILITATION/HOME IMPROVEMENT PROGRAM

WHEREAS, on or about March 20, 2024, Governor Murphy signed into law an Amendment (the "Amended FHA") to the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.)(the "FHA"); and

WHEREAS, consistent with the FHA and the Amended FHA, the Town of Dover desires to adopt an Operating Manual for the Administration of Rental and For-Sale Units under the Town's Rehabilitation/Home Improvement Program for the Town of Dover in the form attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Dover, County of Morris, New Jersey, as follows:

BE IT FURTHER RESOLVED that the form of Operating Manual for the Administration of Rental and For-Sale Units under the Town's Rehabilitation/Home Improvement Program for the Town of Dover attached hereto is hereby adopted.

BE IT FURTHER RESOLVED that a copy of this resolution shall be published as and if required by law.

BE IT FURTHER RESOLVED, this Resolution shall take effect immediately, according to law.

ATTEST:

Edward Ramirez, Acting Deputy Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER MAYOR & TOWN COUNCIL

RESOLUTION NO. 48-2026

RESOLUTION OF THE TOWN OF DOVER, COUNTY OF MORRIS, ENGAGING AFFORDABLE HOUSING ADMINISTRATIVE AGENTS PURSUANT TO THE FAIR HOUSING ACT, AS AMENDED

WHEREAS, on March 20, 2024, Governor Murphy signed into law an Amendment (the “Amended FHA”) to the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.) (the “FHA”); and

WHEREAS, consistent the FHA, the Amended FHA and with N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et seq., as amended, the Town of Dover desires to engage CME Associates and CGP&H, LLC to provide professional affordable housing Administrative Agent and related professional planning services; and

WHEREAS, the Town Council has determined that such services are needed for compliance with the FHA and amended FHA, and have received a proposals detailing the scope of services to be provided to the Town from such firms for a term beginning January 1, 2026 and through December 31, 2026; and

WHEREAS, the Town of Dover has amended its Code to provide for the appointment of an Administrative Agent to administer its affordable housing program, as may be delegated by the Town; and

WHEREAS, the aforementioned needs are for certain specified professional services to be rendered or performed by a person or persons authorized by law to practice a recognized profession, whose practice is regulated by law within the meaning of N.J.S.A. 20A:11-1, et. seq., as amended; and

- WHEREAS**, the performance of said professional services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized training study, as distinguished from general academic instruction or apprenticeship and training, and are appropriate where the Municipal Council or Administration determines there is a need for such specialized professional Administrative Agent and planning services pursuant to a non-fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.5;

WHEREAS, said professional services cannot reasonably be described by written specifications.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Dover in the County of Morris, New Jersey, that CME Associates and CGP&H, LLC are hereby authorized to be engaged as an Administrative Agent for the administration of the Town’s affordable housing program and related professional planning services, as may be delegated by the Town, pursuant to and in accordance with the Code of the Town of Dover.

BE IT FURTHER RESOLVED that the Mayor and Town Council of the Town of Dover hereby authorizes CME Associates and CGP&H, LLC to provide Affordable Housing Administrative Agent and related professional planning services according to the terms and conditions set forth in

the proposed contract, and as may be delegated by the Town, a copy of which is in the office of the Town Clerk, and is subject to amendment as may be recommended by the Town Attorney or Affordable Housing Counsel until fully executed by the parties.

BE IT FURTHER RESOLVED that CME Associates and CGP&H, LLC are hereby authorized to be engaged to provide affordable housing Administrative Agent and related professional planning services and is hereby authorized to undertake such activities necessary to perform his/her duties as Administrative Agent and shall bill at the rate for all services outlined in the submitted contract for professional services.

BE IT FURTHER RESOLVED that the Mayor and Town Clerk are authorized to enter into an agreement for professional services with CME Associates and CGP&H, LLC in connection with providing affordable housing Administrative Agent and related professional planning services.

BE IT FURTHER RESOLVED that this award is contingent upon funds being available in the 2026 budget and/or the Town's Affordable Housing Trust Fund, and may be cancelled by the Town for convenience on thirty (30) day notice by the Town.

BE IT FURTHER RESOLVED that a copy of this resolution shall be published as and if required by law.

BE IT FURTHER RESOLVED, this Resolution shall take effect immediately, according to law.

ATTEST:

Edward Ramirez, Acting Deputy Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 49-2026

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE PRIVATE SALE OF UNUSED PERSONAL PROPERTY OF THE TOWN OF DOVER POLICE DEPARTMENT

WHEREAS, the Police Department of the Town of Dover is in possession of personal property, namely certain radio equipment and mobile communication devices (i.e., walkie-talkies); and

WHEREAS, the Police Department has determined that the aforesaid personal property has met its useful service life and is no longer needed for public use; and

WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., authorizes municipalities to sell or dispose of personal property no longer needed for public use by resolution of its governing body; and

WHEREAS, N.J.S.A. 40A:11-36(6) specifically allows municipalities to sell personal property at private sale, if the estimated fair value of the property to be sold does not exceed the applicable bid threshold in any one sale, and the personal property does not consist of livestock or perishable goods; and

WHEREAS, the Town of Dover has determined that the appropriate market value of those items does not exceed \$16,800.00; and

WHEREAS, Sunny Communications, LLC. has expressed an interest in purchasing the aforesaid personal property from the Town of Dover; and

WHEREAS, the Mayor and Town Council find it prudent to sell the aforementioned personal property consistent with N.J.S.A. 40A:11-36(6); and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey, that the Town of Dover hereby authorizes the sale of certain personal property owned by the Town and hereby authorizes the execution of any related purchase agreement, a copy of which shall be filed with this Resolution.

ATTEST:

Edward Ramirez, Acting Deputy Clerk

James P. Dodd, Mayor

ADOPTED: _____



TOWN OF DOVER

MAYOR & TOWN COUNCIL

RESOLUTION NO. 50-2026

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF DOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY, REAPPOINTING EDWARD RAMIREZ AS TEMPORARY CHIEF FINANCIAL OFFICER/TREASURER OF THE TOWN OF DOVER

WHEREAS, N.J.S.A. 40A:9-140.10(a) provides that in every municipality there shall be a Chief Financial Officer (“CFO”) of the municipality; and

WHEREAS, Chapter 2, Article 14 of the Code of the Town of Dover provides that the Mayor and Town Council shall appoint the CFO; and

WHEREAS, pursuant to N.J.A.C. 5:32-2.5(a), the Town may appoint a Temporary Chief Financial Officer for a period not to exceed one (1) year commencing on the date of the vacancy; and

WHEREAS, the person appointed may be reappointed to two (2) additional one-year terms, with the approval of the Director of Local Government Services of the Department of Community Affairs; and

WHEREAS, the Town of Dover first appointed Edward Ramirez to serve as Temporary Chief Financial Officer for a term of one (1) year, effective January 28, 2025; and

WHEREAS, the Mayor and Town Council find it prudent to reappoint Edward Ramirez as Temporary Chief Financial Officer for an additional term of one (1) year; and

WHEREAS, the Mayor and Town Council desire to reappoint Edward Ramirez to the position of Temporary Chief Financial Officer and Treasurer for a one-year term beginning January 28, 2026; and

WHEREAS, Edward Ramirez currently serves as the Town’s Business Administrator; and

WHEREAS, Edward Ramirez has agreed, to date, to perform the duties of Temporary Chief Financial Officer without additional compensation;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Dover, County of Morris, State of New Jersey, that Edward Ramirez is hereby reappointed as Temporary Chief Financial Officer and Treasurer for the Town of Dover for a term of one (1) year commencing January 28, 2026, or until such time a Chief Financial Officer is hired, whichever shall first occur prior to the expiration of this proposed term; and

BE IT FURTHER RESOLVED that any compensation associated with service as Temporary Chief Financial Officer shall be subject to separate authorization by the Mayor and Town Council, in accordance with applicable law.

ATTEST:

Tara M. Pettoni, Municipal Clerk

James P. Dodd, Mayor

ADOPTED: _____