Appendix A | 2020 FSHC Settlement Agreement

FAIR SHARE
HOUSING CENTER

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June 16, 2020

Michael Edwards, Esq.
SURENIAN, EDWARDS & NOLAN, LLC
707 Union Avenue
Brielle, New Jersey 08730

Re: In the Matter of the Township of West Caldwell, County of Essex
Docket No. ESX-L-4910-15

Dear Mr. Edwards:

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

Background

West Caldwell filed the above-captioned matter on July 7, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).

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

3. FSHC and West Caldwell hereby agree that West Caldwell's affordable housing obligations are as follows:

Rehabilitation Share	48
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	200
Third Round (1999-2025) (Per Mercer County Opinion)	406

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017). The parties agree for purposes of settlement to establish 406 units as the Borough's Third Round Prospective Need Fair Share Obligation as the number that multiple experts have used as an extrapolation pursuant to the methodology established by the Honorable Mary C. Jacobson, A.J.S.C., decision in the consolidated declaratory judgment proceedings: In the Matter of the Municipality of Princeton, Docket No. MER-L-1550-15 and in the Matter of West Windsor Township, Docket No. MER-L01561-15, Superior Court of New Jersey, which is not otherwise binding on either party except by way of this Settlement Agreement.

5. The Township's efforts to meet its present need include the following:
    a. One unit rehabilitated in 2015 through the Essex County Home Improvement Program
    b. A municipally-sponsored rehabilitation program for 8 units, which will be available for both sale and rental units.
    c. Continued participation in the Essex County Home Improvement Program

    This is sufficient to satisfy the Township's present need obligation of 48 units.

6. As noted above, the Township has a Prior Round prospective need of 200 units. The municipality participated in the Court Process in the Prior Round, as demonstrated by the 2007 Special Master's Report, which was presented along with testimony at a subsequent hearing. That 2007 Special Master's Report is attached hereto as Exhibit A (the "2007 Master's Report") and is relied upon for purposes of Settlement only as described in the body of this Settlement Agreement. As part of the Prior Round process and as shown in Exhibit A, the Township received a vacant land adjustment of its Prior Round obligation. The Prior Round realistic development potential (RDP) is 18 units. The Prior Round RDP will be satisfied as follows:

Existing Prior Round RDP Credits (18-Unit RDP)						
Mechanism	Credit Type	Tenure	Age-Restricted	Credit	Bonus	
ARC of Essex	Alternative Living	Rental		5	5	10
Jewish Assoc - 7 Essex Pl	Alternative Living	Rental		4		4
Jewish Assoc - 249 Passaic Ave	Alternative Living	Rental		4		4
Total				**13**	**5**	**18**

The Township agrees, as part of its annual monitoring requirements pursuant to Paragraph 19 below, that it will annually demonstrate that ARC of Essex is still in existence and serving low- and moderate-income households.

7. The Prior Round RDP of 18, subtracted from the Prior Round obligation of 200 units, results in a Prior Round unmet need of 182 units, which shall be addressed through the following mechanisms, as more fully described in the Judgement of Repose attached as Exhibit A to this Agreement:
    a. Mountain Ridge Country Club – Per the 2007 Master's Report, the Township was required to adopt overlay inclusionary zoning entitled "Affordable Housing Overlay Zone" to Block 1402 Lot 15 and Block 1500 Lot 7 to permit residential uses at 6 dwelling units per acre and requiring a 15% set-aside for rental housing and a 20% set-aside for for-sale housing. The Township did not previously adopt this required zoning, but will do so within one hundred twenty (120) days of the court's approval of this agreement.

8. As noted above, the Township has a Third Round prospective need of 406 units. The Township, as calculated in Exhibit B, has a Third Round realistic development potential (RDP) of 72 units. That RDP will be satisfied as follows:

Mechanism	Credit Type	Tenure	Age-Restricted	Credit	Bonus	Total
Existing Third Round RDP Credits (72-Unit RDP)						
Heritage at West Caldwell	Inclusionary	For-Sale		9		9
Universal Institute	Alternative Living	Rental		4		4
Proposed Third Round RDP Credits (72-Unit RDP)						
Block 1700, Lots 8 (Durkin)	Inclusionary	Rental		24	18	42
Block 1600, Lots 11, 12, and 22	Inclusionary	TBD		4		4
Pio Costa	Inclusionary	TBD		8		8
75 Clinton Road (Block 1502, Lot 1)	Inclusionary	TBD		5		5
Total				**54**	**18**	**72**

9. The Township will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:
    a. Durkin site – The Township agrees to adopt inclusionary zoning on the Durkin site at Block 1700 Lot 8 requiring multi-family residential up to 30 du/a and requiring a 20% set-aside, regardless of tenure, which would produce 120+/- total units with 24 affordable housing units. The Township shall demonstrate prior to the fairness hearing that it has an agreement with the property owner that the property owner will cease the existing use on the site and utilize the zoning on this site within two (2) years of the court's approval of this agreement. Additionally, the Township will demonstrate prior to the fairness hearing that it has an agreement or otherwise has a firm commitment with the property owner that these units will ultimately be rental.
    b. Block 1600 Lots 11, 12, and 22 – The Township agrees to adopt inclusionary zoning on the site requiring multi-family residential up to 12 du/a and requiring a

20% set-aside, regardless of tenure, which would produce 20+/- total units with 4 affordable housing units. The Township shall demonstrate prior to the fairness hearing that it has an agreement with the property owner that the property owner will cease the existing uses on the site and utilize the zoning on this site within two (2) years of the court's approval of this agreement. Additionally, the Township will demonstrate that it has an agreement with the property owner that these units will ultimately be rental.

c. Pio Costa – The Township agrees to rezone the site at Block 1700 Lot 2 permitting a maximum of 40 residential units with a minimum 20% set-aside. This site shall produce 40 total units with an affordable housing set-aside of 8 units.
d. 75 Clinton Road: The Township agrees to rezone the site at Block 1502 Lot 1 permitting residential up to a maximum of 25 total units with an affordable housing set-aside of 5 units.

10. The RDP of 72, subtracted from the Third Round obligation of 406 units, results in an unmet need of 334, which shall be addressed through the following mechanisms, as depicted in Exhibit C to this Agreement:
    a. Caldwell Nursery – the Township agrees to adopt inclusionary overlay zoning over the property located at Block 2802 Lot 14.01 permitting residential up to 10 du/a and requiring a 20% set-aside, regardless of tenure.
    b. Passaic and Bloomfield Avenue B-2, B-3, M-1 and M-2 Zones – As shown by the map in Exhibit C, these four zones will be revised to permit a conditional use, which would allow for mixed-use structures. The first floor would be commercial uses and/or parking and the floors above would be residential. Conditions would include, but not be limited to: frontage on Bloomfield Avenue or Passaic Avenue, minimum lot size of four acres (which may be achieved by submitting an application for multiple existing lots), maximum building height of four stories, maximum density of 20 units to the acre, and a minimum set-aside of 20% regardless of tenure. Any additional conditions shall reasonably permit the development of the property as intended by the settlement and shall be provided to FSHC in advance of adoption, which adoption shall occur prior to final judgment being issued in this matter.
    c. The Township shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set aside shall be twenty percent (20%) regardless of tenure. The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Township.

11. The Township agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:

Affordable Housing Units Created after 7/1/2008	**# of Units**
Heritage at West Caldwell	9
Durkin Site	24

Block 1600 Lot 11, 12, and 22	4
Pio Costa (Block 1700 Lot 2)	8
75 Clinton Road	5
Total	50
Minimum VLI Required (13% of Total)	7
Minimum Family VLI Units (50% of Total VLI)	4
Addressing VLI	
Durkin Site	4
Block 1600 Lot 11, 12, and 22	1
Pio Costa (1700 Lot 2)	1-2
75 Clinton Road	1
Total VLI	7-8
Total Family VLI	7-8

a. The Township will also require that 13 percent of any affordable units produced from any site resulting from the mechanisms in Paragraphs 10 (a) through (c) of this agreement shall be very low income units.

12. The Township shall meet its Third Round RDP and unmet need in accordance with the following standards as agreed to by the Parties and reflected in the table in Paragraph 8 above:

    a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).

    b. At least 50 percent of the units addressing the Third Round RDP and unmet need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.

    c. At least twenty-five percent of the Third Round RDP and unmet need shall be met through rental units, including at least half in rental units available to families.

    d. At least half of the units addressing the Third Round RDP and unmet need in total must be available to families.

    e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

13. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, East Orange Family Success Center, Essex County Housing Authority, HANDS, Inc. and the Supportive Housing Association. As part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, the Township and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

14. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:
    a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 2) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
    b. The income limits attached hereto as Exhibit D are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2019 and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
    c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
    d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

15. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

16. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

17. The parties agree that if a decision of a court of competent jurisdiction in Essex County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than fifteen (15%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

18. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the Judgment of Compliance and Repose and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

19. On the first anniversary of the Judgment of Compliance and Repose, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting

provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

20. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
    a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
    b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the Judgment of Compliance and Repose, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

21. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

22. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.

23. The Township agrees to pay FSHC's attorneys fees and costs in the amount of $15,000 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.

24. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

25. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Essex County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.

26. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

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

28. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

29. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

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

31. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

32. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

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

34. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

35. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

36. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:
Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:
Michael Edwards, Esq.
SURENIAN, EDWARDS & NOLAN, LLC
707 Union Avenue
Brielle, New Jersey 08730
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: mje@surenian.com

WITH A COPY TO THE MUNICIPAL CLERK:
Mary Donovan
30 Clinton Road
West Caldwell, NJ 07006
Phone: (973) 226-2300
Telecopier: (973) 226-2396
Email: mdonovan@westcaldwell.com

Please sign below if these terms are acceptable.

Sincerely,

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

On behalf of the Township of West Caldwell, with the authorization of the governing body:

Joseph L. Temporale

Dated: 6/17/2020

EXHIBIT A: 2007 SPECIAL MASTER'S REPORT

Master's Report
For a *Mount Laurel* Fairness & Compliance Plan Hearing
Township of West Caldwell
Essex County, New Jersey

The Villas at West Caldwell
v.
Township of West Caldwell

Docket No. ESX-L-11345-00

August 24, 2007

◆ ◆ ◆

Prepared For:

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1.0 INTRODUCTION

This Master's Report is submitted to the Superior Court in a matter captioned The Villas at West Caldwell (hereinafter the "Villas" or the "Plaintiff") v. The Township of West Caldwell (hereinafter the "Township" or "West Caldwell"), Docket No. ESX-L-11345-00. This is an exclusionary zoning case, in which the Plaintiff sought to develop an inclusionary housing project in West Caldwell Township. The litigation has been settled, as evidenced by a Settlement Agreement, dated May 5, 2005.

This Report evaluates two issues relating to affordable housing in West Caldwell: the fairness to the interests of low and moderate income households of the Settlement Agreement between the above listed parties and the compliance of the Township's second round Housing Element and Fair Share Plan, adopted in May 2006 (hereinafter the "Plan") with the second round substantive rules of the Council on Affordable Housing (hereinafter "COAH").

The Settlement Agreement evaluated by this Master's Report states that the Township is requesting a Judgment of Repose through December 20, 2007. However, due to the recent Appellate Division decision, *In the Matter of the Adoption of N.J.A.C. 5:94 and 5:95 by the New Jersey Council on Affordable Housing*, which invalidated a portion of COAH's rules, it is recommended that the Township seek first and second round Judgment of Repose with Court protection until such time frame as COAH provides for municipalities under its jurisdiction to comply with its revised third round rules, anticipated to be released at the end of 2007.

2.0 THE CONTEXT FOR REVIEW

Before addressing the Township's plan and the documents that have been submitted for the Court's consideration, I would like to acknowledge the parties' efforts in achieving settlement in this litigation. Settlement of *Mount Laurel* litigation – so long as it meets the appropriate standards for judicial approval – is clearly preferable to the adjudication of a builder's remedy dispute.

Among the most prominent advantages to settlement is that it creates a more civil atmosphere for the further interactions between the parties, such as the processing of applications by inclusionary developers for various development-related permits by local boards and officials. Cooperative working relationships increase the likelihood that the developer and the municipal land use regulators will be able to resolve differences during the approval process without resorting to Court action. In

this way settlements typically facilitate the local approval/ permitting process and thereby expedite the delivery of affordable housing.

The Agreement must be evaluated according to guidelines established by the Court for a "Fairness Hearing". The scope of the Fairness Hearing was determined by the Appellate Division in a decision that upheld the hearing process conducted by then–Assignment Judge Peter Ciolino in *East-West Venture v. Borough of Fort Lee*, a case in which I was privileged to serve as Special Master. In its 1996 decision, the Appellate Court ruled that a settlement between a builder plaintiff and municipal defendant in a *Mount Laurel* case may be approved by the Trial Court after a hearing which establishes that the settlement "adequately protects the interest of lower-income persons on whose behalf the affordable units proposed by the settlement are to be built" 286 N.J. Super.311, 329 (App. Div. 1996). The Court provided specific factors for Trial Courts to consider in making fairness determinations. These factors will be detailed below.

In addition, I have utilized the regulations of the NJ Council on Affordable Housing (COAH) to the greatest extent practicable in the course of this review for the Court. This approach will encourage uniformity in the interpretation of the *Mount Laurel* doctrine and is consistent with both legislative and judicial directives. The Fair Housing Act (P.L. 1985, c.222) states,

> *"The interest of all citizens, including low and moderate income families in need of affordable housing, would be best served by a comprehensive planning and implementation response to this constitutional obligation." (N.J.S.A. 52:27D-302(c))*
>
> *Furthermore, the New Jersey Supreme Court, in its decision in The Hills Development Co. v. Township of Bernards, 103 NJ 1 (1986) (commonly known as Mount Laurel III) upheld the constitutionality of the Fair Housing Act, and stated,*
>
> *"Instead of varying and potentially inconsistent definitions of total need, regions, regional need, and fair share that can result from the case-by-case determinations of courts involved in isolated litigation, an overall plan for the entire state is envisioned, with definitions and standards that will have the kind of consistency that can result only when full responsibility and power are given to a single entity." (103 N.J. at 25)*

Lastly, in the *Mount Laurel III* decision the Supreme Court also stated that to the extent that *Mount Laurel* cases remained before the courts,

> *"...any such proceedings before a court should conform wherever possible to the decisions, criteria and guidelines of the Council." (103 N.J. at 63)*

I have been guided by these principles of uniformity and consistency in the review of this Agreement.

3.0 The Settlement Agreement

I have reviewed the Settlement Agreement between the Villas at West Caldwell and the Township of West Caldwell in the context of the required fairness analysis.

The property which is the subject of this Settlement Agreement is known as Block 2000, Lots 2, 3, 5 and 6 (hereinafter the "site"). The site has frontage along Passaic Avenue and consists of 28.51 acres. At the rear of the site is a Public Service Electric & Gas Co. right-of-way and single family homes are located to either side and across Passaic Avenue from the site.

The Settlement Agreement provides for the construction of 30 age-restricted condominium units in a single building in accordance with Exhibit B to the Settlement Agreement, the Villas at West Caldwell Conceptual Plan, dated January 10, 2005 and revised May 10, 2005 (hereinafter the "Conceptual Plan"). The Settlement Agreement also "encourages" the Plaintiff to submit a plan that does not require variance relief. The plaintiff will not provide on-site affordable housing; instead, a payment in lieu of construction in the amount of $210,000 will be paid to the Township's Affordable Housing Trust Fund. Half of the payment in lieu shall be paid at the time the first building permit is issued and the remaining half shall be paid at the time the fifth certificate of occupancy is issued.

In order to help facilitate construction in accordance with the Conceptual Plan, the Planning Board has agreed to adopt the Ordinance in Exhibit C to the Settlement Agreement in support of the Conceptual Plan within 90 days of the Settlement Agreement's execution. Additionally, the Planning Board has agreed to adopt, "as soon as practicable" (and prior to site plan / subdivision approval of the project) a Master Plan amendment that supports the Ordinance. The Plaintiff is not bound by a time line for submission of plans to the Planning Board and instead, may do so at its discretion. The Township has agreed not to modify any aspect of the zoning which impacts the project during the time which it is under construction or a period of ten years, whichever is longer. Furthermore, the parties have agreed to enter into a Developer's Agreement.

The Township has agreed to provide the necessary public water and sewer service to the site prior to construction of the building. The Plaintiff is responsible for constructing and connecting the sewer and water infrastructure, including if necessary the design and construction of a pump station. The Township Administrator and Municipal Engineer, Benedict Martorana, PE, has indicated that there is adequate sewer and water capacity to service the project[1].

The Plaintiff shall pay all normal Township fees, including but not limited to sewer and water connection fees. However, no additional fees shall required, other than normal fees required by law for all other similarly situated applicants.

The Township is required to meet the timelines for project review as set forth in the Municipal Land Use Law, with the exception that completeness shall be determined within 30 days and public hearings shall be scheduled within 30 days following submission of a complete application.

The Township has agreed to endorse all permit applications necessary for construction of the project and both parties have agreed to dispose of all issues related to the litigation.

In addition to obligations regarding development of the Plaintiff's site, the Township has agreed to prepare a housing element and fair share plan. Accordingly, the Township is seeking a second round Judgment of Repose for a Housing Element and Fair Share Plan adopted in May 2006. The Settlement Agreement further specifies that no funds from the Affordable Housing Trust Fund shall be spent until the Housing Element is approved by the Court.

Since its execution, the Plaintiff and the Township have taken several steps toward implementation of the Settlement Agreement. The zoning to facilitate construction of the project, the R-3C zone district, was adopted on November 1, 2005. The ordinance adding the zone district to the zoning map was adopted on November 17, 2005. The Township did not revise the Master Plan prior to adopting the zoning amendment since it determined that the R-3C zone district was consistent with the existing Master Plan.

The Plaintiff's project received preliminary and final site plan and subdivision approval from the West Caldwell Planning Board on January 8, 2007. It was approved without variances or site plan exceptions and the Board found that it "substantively complies with the requirements of Chapters 18, 18A, 20, and 21 of the Code of the Township of West Caldwell as well as the terms of the Settlement

[1] May 15, 2007 telephone conversation with Elizabeth K. McManus of Clarke Caton Hintz.

Agreement." Condition 10 of the Planning Board approval requires that the applicant comply with all terms and conditions of the Settlement Agreement.

The Developer's Agreement has not yet been executed. It is my understanding that an agreement is being negotiated by the Township and the Plaintiff. The Developer's Agreement should be finalized and executed before Court approval of the Settlement Agreement. **[Condition 1]**

Site Suitability

Despite that the Plaintiff is to provide a payment in lieu of construction of affordable housing units, in order for these payments to be made and thereby for the Settlement Agreement to be fair to the interests of low and moderate income persons, the site intended for development must be suitable for that purpose. COAH has adopted rules which specify that inclusionary development sites must be "approvable", "available", "developable" and "suitable" as those terms are defined in *N.J.A.C.* 5:93-1.3, and as excerpted below:

> *"Approvable site means a site that may be developed for low and moderate income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low and moderate income housing."*
>
> *"Available site means a site with clear title, free of encumbrances which preclude the development of low and moderate income housing."*
>
> *"Developable site means a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable areawide water quality management plan (including the wastewater management plan) or is included in an amendment to the areawide water quality management plan submitted to and under review by NJ DEP."*
>
> *"Suitable site means a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4."*

The site is approvable. The Settlement Agreement requires that the Plaintiff submit a site plan that is consistent with the Conceptual Plan included as Exhibit B to the Housing Element. While the site does contain wetlands at the rear, these environmental constraints will not preclude development of the site in accordance with Exhibit B of the Settlement Agreement. The site's approvability is further supported by the fact that on January 8, 2007 the Planning Board granted the site

preliminary and final site plan and subdivision approval, without variances or site plan exceptions, and also found that the plan was substantially in compliance with the terms of the Settlement Agreement.

The site is available. The Plaintiff has represented that it possesses clear title to the land and that there are no encumbrances that would preclude development of the site in accordance with Exhibit B of the Settlement Agreement.

The site is developable. The site is within a public water service area, operated by the West Caldwell Water Department, and a sewer service area, operated by the Caldwell Township Wastewater Treatment Plant. Under the Settlement Agreement the Township shall provide the necessary sewer and water capacity for the project while the Plaintiff is responsible for constructing the necessary infrastructure.

The site is suitable. While the site is adjacent to modest sized single family detached homes, it is within a tenth of a mile of a substantial commercial district at the intersection of Bloomfield Avenue and Passaic Avenue. The commercial district consists of retail and services uses, including a supermarket, small shops and restaurants. While the proposed building is certainly larger than the nearby homes, it is comparable in scale to the commercial buildings to the east to a continuing care retirement facility located .4 miles to the west on Passaic Avenue. Additionally, the appearance of the building will be softened with a landscape buffer to be installed along the periphery of the site.

The site is located in Planning Area 1, consistent with *N.J.A.C.* 5:93-5.4(a), which encourages inclusionary developments to be located in Planning Area 1 or 2 pursuant to the State Development and Redevelopment Plan. The wetlands located on the rear of the property will not impact the ability of the site to be developed in accordance with the Conceptual Plan. Furthermore, the site does not contain nor is it in proximate distance to any historic resources, it is not located within a flood plain and is not under the jurisdiction of any of New Jersey's regional planning entities, such as the New Jersey Meadowlands or New Jersey Highlands Commission. The site's suitability is further supported by the fact that on January 8, 2007 the Planning Board granted the site preliminary and final site plan and subdivision approval, without variances or site plan exceptions, and also found that the plan was substantially in compliance with the terms of the Settlement Agreement.

Fairness Analysis

First, the number and rationale for the affordable housing units to be provided by the developer must be evaluated. As discussed above, the Plaintiff will be providing a $210,000 payment in lieu of construction rather than providing

affordable housing. This payment will provide adequate funding for 6 RCA units at $35,000 each, in accordance with *N.J.A.C.* 5:94-5.4(a)[2]. The cost of RCA transfers (which has more than doubled since the COAH rules were first adopted in 1986) has been routinely used as a benchmark for the payment of developer fees, both in settlement of litigation and as part of negotiated developer agreements in non-litigated matters. Consequently, I find the RCA standard reasonable to utilize as a rationale for the amount of the contribution in this case.

As a 30 unit development, this payment in lieu of constructing 6 units is equivalent to a 20% affordable housing set-aside. This set-aside is at or above the standard recommended by COAH for a project at this density, *N.J.A.C.* 5:93-5.6(b)2. Consequently, the number and rationale for the Affordable Housing Trust Fund contribution to be made by the Plaintiff is reasonable and consistent with COAH rules and Court practice.

Second, under the fairness analysis any other contributions being made by the developer must be considered. In addition to the payment in lieu of construction, the Plaintiff will also be providing the necessary public water and sewer infrastructure, including if necessary, a sewer pump station.

Lastly, the Court is to consider any other components of the Agreement that contribute to the municipality's satisfaction of its Mount Laurel obligation. As part of the Settlement Agreement, the Township agreed to prepare a housing element and fair share plan. Accordingly, the Township adopted a second round Housing Element and Fair Share Plan in May 2006 and is currently seeking a Judgment of Repose from Superior Court. In this respect, the Settlement Agreement is advancing the principles of the Mt. Laurel doctrine. Furthermore, the Township is obligated to fast track the project's approval process, therefore expediting the Plaintiff's contribution to affordable housing. As discussed above, the site has already received preliminary and final site plan and subdivision approval in accordance with the Settlement Agreement.

[2] While this report is being evaluated under COAH's second round substantive rules, it is COAH's policy to require that the RCA payment amount for any RCA included in a Housing Element submitted for substantive certification or a Judgment of Repose on or after December 20, 2004 be made in accordance with the minimum price of $35,000 contained in the third round substantive rules.

4.0 HOUSING ELEMENT & FAIR SHARE PLAN

West Caldwell Township has not previously petitioned COAH for substantive certification or requested a Judgment of Repose from Superior Court. Consequently, the Township's second round housing element should be subject to COAH's second round substantive rules, *N.J.A.C.* 5:93. The Township's affordable housing obligation for the second round (1987-1999) is set forth below:

Fair Share Obligation	
Category	Number of Units
Rehabilitation Share	0
New Construction Obligation	200
Total:	*200*

The Rehabilitation Obligation

West Caldwell Township's first and second round rehabilitation obligation is 0 units.

The New Construction Obligation

West Caldwell Township's first and second round new construction obligation is 200 units. However, the Township has requested a vacant land adjustment, which is a downward adjustment in the new construction obligation based on the lack of available land for the production of affordable housing. This downward adjustment is based on a determination of the realistic development potential (hereinafter "RDP") and it is this number of new construction affordable housing units that the municipality must satisfy in order to receive a Judgment of Repose from Superior Court or substantive certification from COAH.

The Vacant Land Adjustment

The vacant land analysis for this second round plan is properly based on conditions in 2000, when the litigation was filed. It therefore does not necessarily represent the vacant land and other conditions present in the Township today.

In its RDP Analysis, West Caldwell identified 139 lots that are undeveloped or developable. However in accordance with *N.J.A.C.* 5:93-4.2, West Caldwell excluded

126 lots and found that only 13 lots located in 6 tracts were appropriate for contributing toward the Township's RDP.

COAH's second round substantive rules permit several land uses to be excluded from contributing to a municipality's RDP. The following is a summary of said exclusions and how they relate to West Caldwell's vacant land analysis:

- *Any land that is owned by a local government entity that as of January 1, 1997, has adopted, prior to the filing of a petition for substantive certification, a resolution authorizing the execution of an agreement that such land shall be utilized for a public purpose other than housing, pursuant to N.J.A.C. 5:93-4.(c)1.;*

  West Caldwell has excluded 8 undeveloped or developable sites because they are owned and in use by the municipality. Such lands include but are not limited to, the municipal firehouse, civic center, library and public works. However, these lots have not been the subject of a resolution indicating that they shall be used for a purpose other than housing. The Township should submit such a resolution in order to formalize the exclusion of these lots. **[Condition 3]**

  The following sites were excluded pursuant to the above: Block 800, Lot 10; Block 901, Lot 15; Block 1000, Lot 3; Block 1000, Lot 9; Block 1000, Lot 4; Block 1000, Lot 1; Block 1903, Lot 6; Block 2600, Lot 18.

- *Any vacant contiguous parcels of land in private ownership of a size which would accommodate less than five dwelling units as per the COAH standard in N.J.A.C. 5:93-4.(f), pursuant to N.J.A.C. 5:93-4.(c)2.;*

  West Caldwell has properly excluded 35 undeveloped or developable sites because they cannot accommodate five or more dwelling units. The minimum size required to accommodate 5 dwelling units is dependent on the density used to determine the residential capacity of the site, based on COAH's rules, *N.J.A.C.* 5:93-5.6(b)2., which provide a range of acceptable densities from generally 4 to 6 dwelling units an acre (however, the appropriate density may be more than 6 dwelling units an acre depending on conditions of the surrounding area). The range of minimum lot sizes for inclusion as part of the RDP is 1.25 acres for a density of 4 dwelling units an acre and 0.83 acres for a density of 6 dwelling units an acre.

  The following sites were excluded because the gross acreage is too small to support 5 or more dwelling units: Block 101, Lot 26; Block 101, Lot 35; Block 208, Lot 11; Block 304, Lot 10; Block 401, Lot 10; Block 401, Lot 12; Block 506, Lot 18; Block 506, Lot 27; Block 603, Lot 30; Block 800, Lot 26; Block 801, Lot 41; Block 803, Lot 21; Block 803, Lot 25; Block 900, Lot 5;

Block 900, Lot 12; Block 901, Lot 3; Block 901, Lot 22; Block 1002, Lot 29; Block 1101, Lot 42; Block 1300, Lot 6; Block 1900, Lot 14; Block 1901, Lot 8; Block 2000, Lots 11 and 12; Block 2000, Lot 20; Block 2100, Lot 7; 2101, Lot 4; Block 2203, Lot 33; Block 2203, Lot 37; Block 2301, Lot 24; Block 2301, Lot 25; Block 2401, Lot 2; Block 2401, Lot 10; Block 2500, Lot 15; Block 2608, Lot 13; Block 2608, Lot 15; Block 2608, Lot 17.

- *Historic and architecturally important sites and buffer areas, pursuant to N.J.A.C. 5:93-4.(e)1.;*

  None of the lots included in West Caldwell's vacant land analysis were excluded for this reason.

- *Environmentally sensitive lands, pursuant to N.J.A.C. 5:93-4.(e)2.;*

  West Caldwell properly excluded 29 sites due environmental constraints that reduce the contiguous developable area of a lot to that which cannot support 5 or more dwelling units and/or the environmental constraints eliminate access to the site.

  The following sites were excluded because of the presence of environmental constraints: Block 1101, Lots 59 and 60; Block 1201, Lot 21; Block 1300, Lot 11; Block 1600, Lot 1; Block 1600, Lot 2; Block 1600, Lot 3; Block 1700, Lot 9-11, 14 and 16; Block 1813, Lot 8; Block 1903, Lot 5; Block 1903, Lot 7; Block 2401, Lot 44; Block 2500; Block 11; Block 3100, Lot 3; Block 3100, Block 4; Block 3100, Lot 6; Block 3101, Lot 6; Block 3101, Lot 7; Block 3101, Lot 8; Block 3101, Lot 9; Block 3101, Lot 10; Block 3101, Lot 12; Block 3101, Lot 13; Block 3101, Lot 14; Block 3200, Lot 1; Block 3200, lots 3, 4 and 5; Block 3200, Lots 6, 7 and 8; Block 3304, Lot 1.

- *Agricultural lands whose development rights have been purchased or restricted by covenant, pursuant to N.J.A.C. 5:93-4.(e)3.;*

  None of the lots included in West Caldwell's vacant land analysis were excluded for this reason.

- *Future active recreational lands pursuant to N.J.A.C. 5:93-4.(e)4.;*

  West Caldwell has excluded one (1) lot, Block 102, Lot 7, for future active recreation. Pursuant to the above citation, municipalities are permitted to exclude future active recreation lands from the list of undeveloped and developable lands. However, a municipality may only reserve up to 3% of the total undeveloped and developable lands, after deducting from the area of the municipality land owned by nonprofit organizations, counties, the

State or the Federal government, as well as historic and architecturally important sites, agricultural lands and environmentally sensitive lands. Additionally, the site(s) to be reserved must be designated for active recreation in the municipal master plan. The Township's Plan calculates that, after excluding the above-listed lands, there are 2,586 acres of undeveloped and developable lands. Therefore, the permitted three (3) percent that may be devoted to active recreation is seventy-eight (78) acres. The Township currently owns 9 sites totaling sixty-seven (67) acres of active recreation land and therefore they may use an additional twelve (12) acres for this purpose. The Plan identifies one site for reservation, Block 102, Lot 7. At eleven (11) acres, this site together with the Township's existing active recreation lands is within the three (3) percent cap. The Township's Master Plan documents do not identify these 9 sites as recreation areas, pursuant to N.J.A.C. 5:93-4.2(e)4. However, they are included in the Township's 2005 Recreation and Open Space Inventory. The Township should amend the Master Plan to identify these sites. **[Condition 4]** Pursuant to *N.J.A.C.* 5:93-4.(e)4.ii., the Township must purchase this reserved site and limit it to active recreation within one year of receiving a Judgment of Repose or amend the Housing Element and Fair Share Plan to include the additional acreage in the RDP calculation. **[Condition 5]** Also, the Township should report quarterly as to the status of purchase of Block 102, Lot. **[Condition 6]**

Those 9 sites that are excluded as active recreation include Block 308, Lot 14; Block 800, Lot 23; Block 901, Lot 19; Block 901, Lot 21; Block 1000, Lot 8; Block 1700, Lot 21; Block 2000, Lot 1; Block 2205, Lot 14; Block 2302, Lot 6.

- *Conservation, parklands and open space lands, pursuant to N.J.A.C. 5:93-4.(e)5.;*

  None of the lots included in West Caldwell's vacant land analysis were excluded for this reason.

- *Individual sites that COAH, or the Court, determines are not suitable for low and moderate income housing, pursuant to N.J.A.C. 5:93-4.(e)6.;*

  There were 33 additional sites excluded because they were, for reasons other than the above, deemed not appropriate for affordable housing. The most common reasons are their designation as a utility right-of-way and/or location within a commercial or manufacturing district that is inappropriate for residential development.

  The following sites were excluded because they were deemed inappropriate for affordable housing for reasons other than those cited

above: Block 101, Lots 4.01 and 4.02; Block 101, Lots 6.01 and 6.02, Block 407, Lot 14; Block 409, Lot 12; Block 603, Lot 35; Block 603, Lot 36; Block 701, Lot 10; Block 701, Lot 26; Block 706, Lot 26; Block 901, Lot 5; Block 901, Lot 14; Block 1002, Lot 27; Block 1103, Lot 15; Block 1201, Lot 2; Block 1201, Lot 15; Block 1400, Lot 7; Block 1402, Lot 15 and Block 1500, Lot 7; Block 1501, Lot 5; Block 1502, lot 1; Block 1502, Lot 2; Block 1503, Lot 2; Block 1700, Lot 2; Block 1700, Lot 28; Block 1903, Lot 8; Block 2000, Lot 21; Block 2100, Lot 6; Block 2704, Lot 13; Block 2900, Lot 35; Block 3100, Lot 7; Block 3101, Lot 3; Block 3101, Lot 11; Block 3200, Lot 2.

In summary, pursuant to *N.J.A.C.* 5:93-4.2, the Township has determined that the residential capacity of these sites is 101 units with a resulting RDP of 20 affordable units. However, this office has reviewed the RDP and has found that one site identified by the Township is not appropriate for affordable housing.

Block 1101, Lots 59 and 60 is included in the Township's RDP as contributing 2.43 affordable units. However, review by this office of updated wetlands mapping indicates that the wetlands located on the site obstruct access to the site from its only road frontage and there is no other available point of access to the site. Accordingly, it is recommended that the Township's vacant land analysis be amended to eliminate Block 1101, Lots 59 and 60 from contributing to the RDP.

In accordance with the following table, West Caldwell's RDP should be reduced from 20 to 18 affordable units. The Township's Plan should be revised to reflect this corrected figure and vacant land analysis. **[Condition 2]**

Block/ Lot	Total Acreage	Developable Acreage	Net Density	Development Capacity	Set-aside	Affordable Units
1101 \ 59, 60	5.50	1.52	8	n/a	20%	n/a
1600 / 24	1.00	1.00	6	6	20%	1.20
1602 / 22	2.33	2.33	6	13.98	20%	2.80
2000 / 2, 3, 5, 6	30.60	4.40	n/a	30	20%	6.00
2101 / 8, 9, 10, 12	4.90	3.69	8	29.52	20%	5.90
2802 / 14.02	3.01	1.64	6	9.84	20%	1.97
					Total	**17.87**

The New Construction Obligation

An RDP of 18 units requires that the Township provide 18 new construction affordable units in order to satisfy the second round obligation. However, *N.J.A.C.* 5:93-4.2(h) states the municipality should enact other measures to provide for the unmet need, which can be defined as the remaining affordable housing obligation after the RDP and the rehabilitation obligation have been subtracted from the pre-credited need. West Caldwell's unmet need is discussed on page 16 of this Master's Report.

The Township's RDP of 18 units requires the Township to meet the following minimum rental obligation, maximum number of Regional Contribution Agreement units, and the maximum number of age-restricted units:

- Rental Obligation: 5 units

  Pursuant to *N.J.A.C.* 5:93-5.15(a), for municipalities requesting a vacant land adjustment, the rental obligation shall be equal to twenty-five (25) percent of the RDP = .25(18) = 4.50, rounded up to 5

  - ✓ A municipality shall receive two units (2.0) of credit for rental units available to the general public.
  - ✓ A municipality shall receive one and one-third (1.33) units of credit for age restricted rental units.
  - ✓ No more than 50 percent of the rental obligation defined in (a) and (b) shall receive a bonus for age restricted rental units.
  - ✓ No rental bonus shall be granted for rental units in excess of the rental obligation.

- Maximum Permitted RCA Units: 9 units

  Pursuant to *N.J.A.C.* 5:93-6.1(a)2., for municipalities requesting a vacant land adjustment, the maximum number of RCA units shall be equal to: .5 (realistic development potential + rehabilitation component - credits pursuant to N.J.A.C. 5:93-3.4) - any units transferred as a result of a previously approved RCA = .5(18 + 0 + 0 – 0) = 9.00.

- Maximum Permitted Age-Restricted Units: 4 units

  Pursuant to *N.J.A.C.* 5:93-6(b)2., for municipalities proposing RCA units and that received or are receiving a vacant land adjustment: age restricted units = .25 (RDP - transferred or proposed RCA units) - any first round age-restricted units = .25(18 – 2) – 0 = 4.00

The Township's plans should be revised to reflect these figures. **[Condition 7]**

The Fair Share Plan

West Caldwell proposes to satisfy the new construction obligation using three group homes, a Regional Contribution Agreement with the City of Orange and funding from the Plaintiff's site.

Alternative Living Facilities

The Township's Plan indicates that there are 3 alternative living facilities in the Township that are eligible for credit. However, the documentation submitted to this office as support for the credit request includes 4 alternative living facilities. Pursuant to COAH's second round substantive rules, *N.J.A.C.* 5:93-5.8, alternative living facilities may be used to satisfy a municipality's new construction obligation, including the rental obligation, provided the units are for rent. Additionally, *N.J.A.C.* 5:93-5.8.(b) requires that the unit of credit for group homes is the bedroom. These facilities must have affordability controls in place for ten years in order to receive credit; if the affordability controls are in place for 30 or more years, the facilities are also eligible for rental bonus credits. Below is a summary of the facilities and the credit requested for each:

Location	Sponsoring Organization	Number of Bedrooms
11 Twin Brook Road*	Universal Institute Inc.	5
21 Beechtree Road	Association of Retarded Citizens of Essex County	5
249 Passaic Avenue	Jewish Services for the Developmentally Disabled	4
7 Essex Place	Jewish Services for the Developmentally Disabled	4
	Total Requested Credits	*18*

*Not included in the Township's Housing Element and Fair Share Plan

The Universal Institute, Inc. operates a group home at 11 Twin Brook Road on Block 1103, Lot 14. This facility offers 5 bedrooms for rent to low or moderate income adults with brain injuries. The facility was initially licensed in January 2006 by the New Jersey Division of Developmental Disabilities. The Alternative Living

Arrangement Survey submitted for this group home did not provide adequate information on the source(s) of funding, the date of certificate of occupancy, the affirmative marketing strategy or the affordability controls. Furthermore, no verification of the affordability controls was submitted. This information must be submitted before the facility can be eligible for credit. **[Condition 8]**

ARC of Essex County operates a group home at 21 Beechtree Road on Block 3301, Lot 4. This facility offers 5 for bedrooms for rent to low or moderate income adults with developmental disabilities. The facility was initially licensed in January 2006 by the New Jersey Division of Developmental Disabilities. The Alternative Living Arrangement Survey submitted for this group home did not provide adequate information on the source(s) of funding, whether there are separate bedrooms, the date of certificate of occupancy or the affordability controls. Furthermore, no verification of the affordability controls was submitted. This information must be submitted before the facility can be eligible for credit. **[Condition 9]**

Jewish Services for the Developmentally Disabled of Metrowest operates a group home on Passaic Avenue at Block 3301, Lot 32. This facility provides 4 bedrooms for low or moderate income developmentally disabled adults and received a certificate of occupancy and the initial license in December 2000. The facility is licensed by the Division of Developmental Disabilities. The alternative living arrangement survey completed for this facility must be revised to provide information on the facility's funding source(s) and affordability controls. Furthermore, the alternative living survey indicates that the facility is age-restricted, whereas the Plan and other documentation submitted to this office indicates that the facility is only restricted to persons 21 years and older. The term "age-restricted" is commonly misunderstood to mean restricted to those 18 or 21 years of age, rather than restricted to those 55 years or older as the term is used in COAH's rules and the Fair Housing Act. The submitted verification of affordability controls for this facility, a HUD Regulatory Agreement, does not indicate the address of the facility or the length of the affordability controls. The revised alternative living arrangement survey, including clarification on the age persons restriction, and supplemental information regarding the HUD Regulatory Agreement must be submitted before the facility can be eligible for credit. **[Condition 10]**

Jewish Services for the Developmentally Disabled of Metrowest also operates a group home on Essex Place at Block 1902, Lot 1. This facility provides 4 bedrooms for low or moderate income developmentally disabled elderly adults and received a certificate of occupancy and the initial license in December 2000. The facility is licensed by the Division of Developmental Disabilities. The affordability controls for this facility are for 40 years. The alternative living survey indicates that the facility is age-restricted, whereas the Plan and Capital Advance Agreement indicates that it is not. The term "age-restricted" is commonly misunderstood to mean restricted to

those 18 or 21 years of age, rather than restricted to those 55 years or older as the term is used in COAH's rules and the Fair Housing Act. Clarification of the age of residents should be provided and the Housing Element should be revised if necessary. **[Condition 11]**

Regional Contribution Agreement

The Township proposes a 2 unit RCA with the City of Orange. In accordance with *N.J.A.C.* 5:94-5.4(a), each unit will be transferred at a cost of $35,000 for a total cost of $70,000. The Draft RCA Agreement provided as Appendix C of the Housing Element provides for West Caldwell to make one payment of $70,000 to the City of Orange within 60 days of Court approval of the Township's Housing Element and COAH's approval of the RCA. Both municipalities have submitted an adopted resolution of intent to enter into the RCA.

Inclusionary Zoning

The Plaintiff's property, located at Block 2000, Lots 2, 3, 5 and 6 (hereinafter the "site") along Passaic Avenue is included in the Housing Element as a site that will provide a contribution in lieu of construction, rather than one that will provide on-site affordable housing. As discussed above, the site will provide a $210,000 payment in lieu of construction and meets COAH's requirements for site suitability. Also as discussed above, the site has received preliminary and final site plan and subdivision approval.

Unmet Need

West Caldwell's unmet need is 182 units (200 unit pre-credited need – 18 unit RDP – 0 unit rehabilitation obligation). COAH's substantive rules, *N.J.A.C.* 5:93-4.2(h) state that additional methods of providing affordable housing may be considered to satisfy the unmet need. A development fee ordinance is recommended by COAH as a means to generate revenue for affordable housing purposes from non-inclusionary development. Examples of lands which may be developed or redeveloped with affordable housing and are included in COAH's rules are "a private club owned by its members [such as a golf course]; publicly owned land; downtown mixed use areas; high density residential areas surrounding the downtown; areas with a large aging housing stock appropriate for accessory apartments; and properties that may be subdivided and support additional development".

Accordingly, West Caldwell is proposing three methods to satisfy the unmet need:

1. Development Fee Ordinance;
2. Growth Share Ordinance; and
3. Overlay inclusionary zoning on a member owned golf course.

The Township adopted a development fee ordinance in 2001, which the Court subsequently approved. The Township submitted to this office a draft development fee ordinance to replace the former ordinance. The Development Fee Ordinance states that residential developers which are required to provide a percentage of affordable housing shall be permitted to make a contribution in lieu of construction equal to the minimum cost of an RCA. However, the Township should note that while this may be used as a basis for calculating the amount of a payment in lieu of construction, a payment in lieu of construction may not be used to fund RCA's in the third round.

The Township submitted a draft growth share ordinance as part of the Plan. As discussed above, the Appellate Division recently invalidated a portion of COAH's rules, including certain aspects of the growth share methodology. However, included in this decision was a Stay on all growth share ordinances in effect at that time until COAH adopts its revised rules. It does not appear that West Caldwell's growth share ordinance was in place at the time of the Stay. Therefore, it cannot be used to satisfy the unmet need. The Plan should be amended accordingly. **[Condition 12]**

Also included in the Plan was a draft ordinance for overlay inclusionary zoning, entitled "Affordable Housing Overlay Zone". The district applies to the Mountain Ridge Country Club on Block 2402, Lot 15 and Block 1500, Lot 7. There is a discrepancy in the acreage of the zone district: the Plan indicates the site is 186.2 acres where the mapping and the draft ordinance submitted to this office indicate the district is 90 acres. The appropriate document(s) should be revised to indicate the correct acreage of the proposed zone district. **[Condition 13]** The ordinance permits the construction of an inclusionary townhouse and condominium development, as well as an associated clubhouse and recreation facilities. Utilization of an inclusionary overlay zone to satisfy a portion of the unmet need complies with COAH's substantive rules governing vacant land adjustments, *N.J.A.C.* 5:93-4.2(h).

The draft Affordable Housing Overlay ordinance requires a maximum density of 5.5 dwelling units an acre and an affordable housing set-aside of 17.5% if all affordable units are for-sale or 15% if all affordable units are for-rent. While this is in compliance with COAH's general rules regarding zoning for inclusionary development, *N.J.A.C.* 5:93-5.6(d), it does not meet *N.J.A.C.* 5:93-5.6(b)1., which states the following:

"When a municipality is receiving an adjustment pursuant to N.J.A.C.5:93-4.2, the municipality shall be required to zone inclusionary sites at a minimum gross density of six (6) units per acre with a 20 percent set-aside."

In order for this zone district to contribute toward the unmet need, West Caldwell should revise the draft ordinance to increase the minimum gross density to 6 dwelling units per acre or provide a planning rationale for the 5.5 units per acre proposal. The 15% set-aside for affordable rental housing is in line with COAH rules; if the density is increased to 6 units per acre the set-aside fro for-sale affordable housing should be 20%. **[Condition 14]**

Fair Share Documents

West Caldwell has included a draft Affordable Housing Ordinance, which governs all affordable housing units in the Township. I have reviewed the ordinance against the Uniform Housing Affordability Control rules, *N.J.A.C.* 5:80-26.1 et. al. (hereinafter "UHAC"), and offer the following comments:

1. Section 20-27.5 should be revised for compliance with the Administrative Agent's responsibilities listed in the UHAC rules, *N.J.A.C.* 5:80-26.14. **[Condition 15]** The Township's ordinance does not include all of the required responsibilities. Additionally, the Township may wish to amend the Ordinance to state that it intends to contract with an experienced affordable housing administrator who will carry out a specified portion of the responsibilities listed in *N.J.A.C.* 5:80-26.14.

2. Section 20-27.7.A.14.C. should be revised to eliminate the standard of occupancy that eligible households must comply with which states, "Unrelated adults or person of the opposite sex other than husband and wife in separate bedrooms.". **[Condition 16]**

3. Section 20-27.9.B.3. and Section 20-27.11.A. should be amended to eliminate reference to COAH's second round rules, *N.J.A.C.* 5:93, and instead reference the UHAC rules, *N.J.A.C.* 5:80-26.1. et. al. **[Condition 17]** This ordinance will be applicable to affordable housing units constructed under the third round as well as those constructed under the second round and should therefore reference the UHAC rules.

4. Section 20-27.11.A. and 20-27.11.B. should be revised to indicate that accessory apartments and alternative living facilities with 10 year affordability controls are only eligible for credit if they are used to satisfy the second round obligation. **[Condition 18]**

Additional fair share documents should be submitted to this office for review before any Judgment of Repose can be perfected. These documents include the following:

1. Planning Board resolution adopting the Plan. A model document can be found on COAH's website under "Third Round Resources". **[Condition 19]**
2. Governing Body resolution endorsing the Plan and requesting a Judgment of Repose. A model document can be found on COAH's website under "Third Round Resources". **[Condition 20]**
3. Spending Plan. Please note that the Township may not spend money from the Affordable Housing Trust Fund until the Court has approved a Spending Plan. A model document can be found on COAH's website under "Third Round Resources". **[Condition 21]**
4. Governing Body resolution requesting approval of a spending plan. A model document can be found on COAH's website under "Third Round Resources". **[Condition 22]**
5. Escrow Agreement for the Affordable Housing Trust Fund between The Township, COAH and the bank. This document should be submitted to COAH for its review and approval. A model document can be found on COAH's website under "Third Round Resources". **[Condition 23]**
6. Governing Body resolution of intent to bond for any shortfall. **[Condition 24]**
7. Ordinance establishing the position of Housing Liaison. A model document can be found on COAH's website under "Third Round Resources". **[Condition 25]**
8. Resolution appointing a municipal staff member to the position of Housing Liaison. A model document can be found on COAH's website under "Third Round Resources". **[Condition 26]**
9. If necessary, an executed contract with an administrative entity that will administer the Township's affordable housing programs. **[Condition 27]**
10. Updated service list. **[Condition 28]**

Summary

In accordance with the following table, if all of the alternative living facilities have a minimum of 10 year affordability controls in place and meet COAH's other requirements West Caldwell will actually exceed its 18 unit RDP using the four alternative living facilities and the 2 unit RCA.

Project	Rental	Senior	Units	2nd Round Bonus	2nd Round Credits
Alternative living arrangements					
Universal Institute Inc.	x		5	0	5
Association of Retarded Citizens of Essex County	x		5	0	5
Jewish Services for the Developmentally Disabled (Passaic Avenue)	x		4	0	4
Jewish Services for the Developmentally Disabled (Essex Place)	x		4	0	4
Regional Contribution Agreement					
City of Orange			2	0	2
Total			20	0	20

However, if one or more of the alternative living facilities is not eligible for credit, West Caldwell may be deficient in meeting the 18 unit RDP. It may be possible to use rental bonus credits to offset any deficit; however, this cannot be determined until additional documentation on these facilities is submitted.

The Township should revise the Plan to reflect those alternative living facilities which are eligible for credit. **[Condition 19]**

5.0 Conclusion

This report to the Superior Court has evaluated the fairness of a Settlement Agreement among the parties in the Villas at West Caldwell v. the Township of West Caldwell matter and the compliance of the Township's Housing Plan Element with COAH's substantive rules, *N.J.A.C.* 5:93 and with the *Mount Laurel* doctrine. I find that the Settlement Agreement is fair to the interests of low and moderate income households and recommend it to the Court for Approval. As for the Township's Housing Element and Fair Share Plan, I endorse those documents for the Court's approval subject to 29 conditions which are set forth in this report. In consideration of the Appellate Division Decision, *In the Matter of the Adoption of N.J.A.C. 5:94 and 5:95 by the New Jersey Council on Affordable Housing,* I further recommend that any Court approval be conditioned upon West Caldwell Township submitting a third round Housing Element and Fair Share Plan within such time frame as COAH provides for municipalities under its jurisdiction to comply. This timeframe will be set forth in COAH's revised rules, which are anticipated to be released at the end of 2007.

EXHIBIT B: Third Round Vacant Land Analysis

West Caldwell
Vacant Land Inventory

05/07/2020
Version 11

Block	Lot	Address	Owner	Class	Planning Area	Zoning	Sewer	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments	Units/Acre	Include in RDP	Potential Units	RDP
101	35	FOREST AVENUE	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-4	Yes	0.46	0.00	0.46	Stream	Potential Infill Development		No		
102	7	MOUNTAIN AVENUE	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-4	Yes	10.44	5.40	5.04	Steep Slopes, Water tower and associated pipe system	Potential Development	8	Yes	40.3	8.1
208	11	101 FOREST AVENUE	GABRIEL GEORGE	1	PA1	R-4	Yes	0.28	0.00	0.28	Stream	Potential Infill Development		No		
304	10	51 ELMWOOD TERRACE	GARDNER JAMES F & KELLY L	1	PA1	R-4	Yes	0.15	0.00	0.15		Potential Infill Development		No		
400	18			1	PA1	R-4	Yes	0.02	0.00	0.02		Undersized		No		
506	18			1	PA1	R-4	Yes	0.18	0.00	0.18		Potential Infill Development		No		
506	27	22 LAUREL PLACE	HOWLEY JOSEPH & NANCY	1	PA1	R-4	Yes	0.16	0.00	0.16		Potential Infill Development		No		
801	41	122 RAVINE AVENUE	BOROUGH OF ESSEX FELLS	1	PA1	R-4	Yes	0.20	0.00	0.20		Public Utility		No		
803	21	8 GRAY STREET	BOROUGH OF ESSEX FELLS	1	PA1	R-4	Yes	0.16	0.00	0.16		Public Utility		No		
803	25	GRAY STREET	BOROUGH OF ESSEX FELLS	1	PA1	R-4	Yes	0.15	0.00	0.15		Public Utility		No		
900	5	145 RAVINE AVENUE	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-4	Yes	0.27	0.00	0.27		Potential Infill Development		No		
901	3	WOODSIDE AVENUE	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-3	Yes	0.20	0.00	0.20		Potential Infill Development		No		
901	20	GROVE STREET	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-3	Yes	0.33	0.00	0.33	Wetlands	Potential Infill Development		No		
901	22	STONYBROOK ROAD	BOROUGH OF ESSEX FELLS	1	PA1	R-2	Yes	0.32	0.00	0.32		Public Utility		No		
1101	42	138 FAIRFIELD AVENUE	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-3	Yes	0.26	0.00	0.26		Potential Infill Development		No		
1101	59	FAIRFIELD AVENUE	GREAT NOTCH VILLAGE ASSOCIATES	1	PA1	R-3	Yes	2.59	1.44	1.15	Stream, Wetlands	Included in Prior Round RDP		No		
1101	60	FAIRFIELD AVENUE	GREAT NOTCH VILLAGE ASSOCIATES	1	PA1	R-3	Yes	2.14	1.01	1.12	Stream, Wetlands	Included in Prior Round RDP		No		
1201	2	PASSAIC AVENUE	H LANE ENTERPRISES	1	PA1	M-1	Yes	7.91	6.74	1.17	SFHA, Stream, Wetlands	A stream and wetlands bisect the parcel.There are three areas free of environmental constraints. The first is along Passaic Avenue and contains 0.059 acres. The second is landlocked and contains 0.867 acres. The third is along the rear lot line and is land locked containing 0.22 acres.		No		
1201	3	780 PASSAIC AVENUE	KEARNY FEDERAL SAVINGS BANK	1	PA1	M-1	Yes	3.60	2.56	1.04	SFHA, Wetlands	Potential Development	8	Yes	8.3	1.7
1201	21	FAIRFIELD AVENUE REAR	CALI LESHOWITZ DAUNNO ET AL	1	PA1	R-3A	Yes	10.69	8.75	1.94	SFHA, Stream, Wetlands	Inaccessible		No		
1300	6	783 PASSAIC AVENUE	TIGER TENNIS HOLDING COMPANY, LLC	1	PA1	M-1	Yes	0.22	0.00	0.22		Potential Infill Development		No		
1300	11	256 FAIRFIELD AVENUE	TOWNSHIP OF WEST CALDWELL	15C	PA1	M-1	Yes	0.89	0.75	0.14	SFHA	Potential Infill Development		No		
1502	1	75 CLINTON ROAD	SUBURBAN CORP	1	PA1	M-2	Yes	2.87	0.25	2.62	Wetlands	Potential Development		Yes	25.0	5.0
1600	1	1213 BLOOMFIELD AVENUE	WARREN MANUFACTURING	1	PA1	B-3	Yes	2.16	1.82	0.34	SFHA, Wetlands	Potential Infill Development		No		
1600	2	1191 BLOOMFIELD AVENUE	DEGUZMAN DANILO & DAISY	1	PA1	B-3	Yes	1.06	0.99	0.07	SFHA	Environmentally Constrained		No		
1600	3	1183 BLOOMFIELD AVENUE	GIZMO REALTY LLC	1	PA1	B-3	Yes	1.10	0.20	0.90	SFHA	Potential Development	8	Yes	7.2	1.4
1700	2	1200 BLOOMFIELD AVENUE	CARANT LTD PARTNERSHIP	3B	PA1	B-3	Yes	1.72	0.27	1.46	SFHA, Wetlands	Potential Development	-	Yes	40	8.0
1700	9	1164 BLOOMFIELD AVENUE	CARANT LTD PARTNERSHIP	3B	PA1	OP	No	3.32	2.73	0.59	SFHA, Wetlands	Inaccessible		No		
1700	10	BLOOMFIELD AVENUE	PIO COSTA, ANTHONY III	3B	PA1	OP	No	12.57	7.53	5.05	SFHA, Wetlands	Inaccessible		No		
1700	11	BLOOMFIELD AVENUE	CARANT LTD PARTNERSHIP	3B	PA1/PA5	OP	No	11.74	11.71	0.03	SFHA, Wetlands	Environmentally Constrained		No		
1700	14	BLOOMFIELD AVENUE	PIO COSTA, ANTHONY III	3B	PA5	OP	No	6.64	6.64	0.00	SFHA, Stream, Wetlands	Environmentally Constrained		No		
1700	15			1	PA5	OP	No	0.22	0.17	0.04	SFHA, Wetlands	Environmentally Constrained		No		
1700	16	HATFIELD SWAMP	CARANT LTD PARTNERSHIP	3B	PA5	OP	No	18.33	16.07	2.26	SFHA, Stream, Wetlands	Inaccessible		No		
1700	17			1	PA5	OP	No	0.13	0.09	0.04	SFHA, Wetlands	Environmentally Constrained		No		
1813	8	55 PARKVIEW AVENUE	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-4	No	0.14	0.03	0.11	SFHA	Environmentally Constrained		No		
1900	14	28 DISTLER AVENUE	ESSEX FIELDS INC	1	PA1	R-4	Yes	0.05	0.00	0.05		Undersized		No		
1903	5	BLOOMFIELD AVENUE REAR	SR BLOOMFIELD PROPERTIES LLC	1	PA1	OS	No	10.20	8.79	1.41	SFHA, Stream, Wetlands	Inaccessible		No		
1903	6	BLOOMFIELD AVENUE	TOWNSHIP OF WEST CALDWELL	15C	PA1	OS	No	19.78	13.80	5.98	SFHA, Stream, Wetlands	Potential Development (5.98 acres developable per Special Master Caton)	10	Yes	59.8	12.0
1903	7	ALDRIN DRIVE	TOWNSHIP OF WEST CALDWELL	15C	PA1	OS	No	2.83	2.73	0.11	SFHA, Wetlands	Environmentally Constrained		No		
2000	2	475 PASSAIC AVENUE	VILLAS AT WEST CALDWELL LLC	1	PA1	R-3/R-3-A - R-3C	No	15.53	14.63	0.91	SFHA, Wetlands	Constructed Development, Included in Prior Round RDP		No		
2000	3	509 PASSAIC AVENUE	VILLAS AT WEST CALDWELL LLC	1	PA1	R-3/R-3-A - R-3C	Yes	2.53	2.05	0.48	SFHA, Stream, Wetlands	Constructed Development, Included in Prior Round RDP		No		
2000	5	517 PASSAIC AVENUE	VILLAS AT WEST CALDWELL LLC	1	PA1	R-3/R-3-A - R-3C	Yes	3.04	1.34	1.70	SFHA, Stream, Wetlands	Constructed Development, Included in Prior Round RDP		No		

Block	Lot	Address	Owner	Class	Planning Area	Zoning	Sewer	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments	Units/Acre	Include in RDP	Potential Units	RDP
2000	6	521 PASSAIC AVENUE	VILLAS AT WEST CALDWELL LLC	1	PA1	R-3/R-3-A - R-3C	No	7.21	3.18	4.03	Stream, Wetlands	Constructed Development, Included in Prior Round RDP		No		
2000	11	7 KIRKPATRICK LANE	BLUMENFELD LOUIS ET AL	1	PA1	R-3/R-3-A - R-3C	Yes	0.15	0.00	0.15		Potential Infill Development		No		
2000	12	9 KIRKPATRICK LANE	BLUMENFELD LOUIS ET AL	1	PA1	R-3/R-3-A - R-3C	Yes	0.20	0.00	0.20		Potential Infill Development		No		
2000	20	PASSAIC AVENUE	BELL ALEXANDER M	1	PA1	R-3/R-3-A - R-3C	No	0.21	0.15	0.06	Stream, Wetlands	Environmentally Constrained		No		
2101	4	806 BLOOMFIELD AVENUE	BLOOMFIELD 804/810 LLC	1	PA1	B-3	Yes	0.34	0.00	0.34		Potential Infill Development		No		
2101	8	536 PASSAIC AVENUE	CLAREMONT SUPERMARKET PARTNERS LLC	1	PA1	R-3	Yes	0.48	0.00	0.48		Included in Prior Round RDP		No		
2101	9	524 PASSAIC AVENUE	CLAREMONT SUPERMARKET PARTNERS LLC	1	PA1	R-3	Yes	1.04	0.00	1.04		Included in Prior Round RDP		No		
2101	10	520 PASSAIC AVENUE	CLAREMONT SUPERMARKET PARTNERS LLC	1	PA1	R-3	Yes	0.38	0.00	0.38		Included in Prior Round RDP		No		
2101	12	512 PASSAIC AVENUE	CLAREMONT SUPERMARKET PARTNERS LLC	1	PA1	R-3	Yes	3.45	1.39	2.06	Wetlands	Included in Prior Round RDP		No		
2203	33	8 LIDDY PLACE	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-4	Yes	0.37	0.00	0.37		Potential Infill Development		No		
2203	37	MELROSE PLACE	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-4	Yes	0.21	0.00	0.21		Potential Infill Development		No		
2301	24	CANFIELD STREET	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-4	Yes	0.11	0.00	0.11		Undersized		No		
2301	25	CANFIELD STREET	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-4	Yes	0.18	0.00	0.18		Potential Infill Development		No		
2401	10	15 PARK TERRACE	BERGER HELGA	1	PA1	R-4	Yes	0.14	0.08	0.06	Steep Slopes	Environmentally Constrained		No		
2401	44	PARK TERRACE	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-4	Yes	1.66	0.82	0.84	Steep Slopes	This lot is irregular in shape. The Lot has a 10-foot wide access, which is insufficient for multi-family access.		No		
2500	11	220 RUNNYMEDE ROAD	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-4	Yes	1.33	0.78	0.55	Steep Slopes	This lot is too narrow for development. Additionally, steep slopes bisect the site.		No		
2500	15	186 RUNNYMEDE ROAD	BOCK ERNEST F & MARIE E	1	PA1	R-4	Yes	0.24	0.10	0.14	Steep Slopes	Potential Infill Development		No		
2608	13	30 BOND PLACE	HOLLAND SUSAN L	1	PA1	R-4	Yes	0.24	0.00	0.24		Approved Development, Under Construction		No		
2608	15	26 BOND PLACE	HOLLAND SUSAN L	1	PA1	R-4	Yes	0.21	0.00	0.21		Approved Development, Under Construction		No		
2608	17	20 BOND PLACE	RYBLEWSKI GEORGE J & CAROL A	1	PA1	R-4	Yes	0.11	0.00	0.11		Approved Development, Under Construction		No		
2704	13	WALDEN PLACE REAR	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-3	Yes	1.07	0.00	1.07		Inaccessible		No		
2802	14.02	3 HARRISON AVENUE	MAC NEARY DORIS F	1	PA1	R-3	Yes	3.11	1.58	1.53	Wetlands	Included in Prior Round RDP		No		
2900	35	336 PASSAIC AVENUE	LEHMAN THOMAS C JR	1	PA1	R-3	Yes	1.31	0.19	1.11	Wetlands	The lot is narrow and wetlands jut into the site. Therefore, the site is only suitable for a single-family home.		No		
3100	6	HATFIELD SWAMP	TOWNSHIP OF WEST CALDWELL	15C	PA1/PA5	R-3/R-3B	No	1.65	1.65	0.00	SFHA, Stream, Wetlands	Environmentally Constrained		No		
3101	6	PASSAIC AVENUE REAR	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-3	No	7.50	7.48	0.02	SFHA, Wetlands	Environmentally Constrained		No		
3101	7	PASSAIC AVENUE REAR	LA MURA ANTHONY & RUSSO PEGGY L	1	PA1	R-3	No	1.88	1.88	0.00	SFHA, Wetlands	Environmentally Constrained		No		
3101	8	PASSAIC AVENUE REAR	LA MURA SALVATORE & MARY	1	PA1	R-3	No	0.74	0.74	0.00	SFHA, Wetlands	Environmentally Constrained		No		
3101	9	PASSAIC AVENUE REAR	AMIN GHANASHYAM & KAILAS	1	PA1	R-3	No	0.98	0.98	0.00	SFHA, Stream, Wetlands	Environmentally Constrained		No		
3101	12	HATFIELD SWAMP	TOWNSHIP OF WEST CALDWELL	15C	PA5	OS	No	3.79	3.79	0.00	SFHA, Wetlands	Environmentally Constrained		No		
3101	13	PASSAIC AVENUE REAR	BOROUGH OF CALDWELL	15C	PA5	OS	No	18.73	18.73	0.00	SFHA, Stream, Wetlands	Environmentally Constrained		No		
3200	3	BEECHTREE ROAD REAR	GALLINSON HAROLD ET AL	1	PA1/PA5	R-3	No	2.26	2.26	0.00	SFHA, Wetlands	Environmentally Constrained		No		
3200	4	BEECHTREE ROAD REAR	GALLINSON HAROLD ET AL	1	PA1/PA5	R-3	No	4.22	3.99	0.23	SFHA, Wetlands	Inaccessible		No		
3200	5	BEECHTREE ROAD REAR	GALLINSON HAROLD ET AL	1	PA1	R-3	No	7.08	3.78	3.31	SFHA, Wetlands	Inaccessible, Mr. Gallinson does not own any other adjacent parcels with street access.		No		
3200	6	BEECHTREE ROAD REAR	BEECHTREE GLEN INC	1	PA1	R-3	No	2.61	2.61	0.00	SFHA, Stream, Wetlands	Environmentally Constrained		No		
3200	7	BEECHTREE ROAD REAR	BEECHTREE GLEN INC	1	PA1	R-3	No	1.20	0.70	0.51	SFHA, Stream, Wetlands	Environmentally Constrained		No		
3200	8	BEECHTREE ROAD REAR	BEECHTREE GLEN INC	1	PA1	R-3	No	3.75	3.24	0.51	SFHA, Stream, Wetlands	Environmentally Constrained		No		
3304	1	VAN NESS PLACE REAR	TOWNSHIP OF WEST CALDWELL	15C	PA1	R-3	No	1.20	0.70	0.50	Wetlands	Inaccessible		No		
Total								**238.94**		**59.67**					**180.6**	**36.2**

Redevelopment																
Block	Lot	Address	Owner	Class	Planning Area	Zoning	Sewer	Total Acres	Constrained Acres	Buildable Acres	Constraint Description	Comments	DU/Acres	Include in RDP	Potential Units	RDP
1600	11, 12 & 22	1085-1091 BLOOMFIELD AVE & 204 CLINTON RD	1089-01 BLOOMFIELD AVE, LLC; CHNAPKO FAMILY L.P II & 204 CLINTON ROAD, LLC	2	PA1	B-3/R-3	Yes	1.84	0.00	1.84		Potential Redevelopment		Yes	20.0	4.0
1600	23, 24, 25, 26 & 27	CLINTON ROAD	Heritage Site - Existing Inclusionary Development									Lot 24 was included in the Prior Round RDP. This site was developed with a total of 50 units. 41 are market-rate and 9 are affordable. Therefore, the site only provides an 18% set-aside, which should have been a 20% set-aside. Lot 24 encompassed 1.35 acres. The entire tract totaled 6.25 acres. Lot 24 was 21.6% of the total tract acreage. Therefore, by multiplying 78.4% by 10 (the number of affordable units that should have been built) results in an RDP of 7.8.		Yes	-	7.8
1700	8	1120 BLOOMFIELD AVE*	DURKIN & DURKIN REALTY, LLC	4A	PA1	B-3/OP	Yes	4.07	0.00	4.07		Potential Redevelopment	30	Yes	120.0	24.0
Total								**5.91**		**5.91**					**140.0**	**35.8**
													Grand Total**		**320.6**	**72.0**

* GIS indicates 3.70 acres, but the tax card states 4.07 acres.

** Note that the 72-unit RDP does not equal 20% of the 320 Potential Units since the completed Heritage Site is not included in the Potential Units but is included in the RDP.

Notes:

Property Class 1 = Vacant
Property Class 15C = Public Property
PA1 = Metropolitan Panning Area
PA5 = Environmentally Sensitive Planning Area
SFHA = FEMA Special Flood Hazard Area
Undersized = 0 - 0.125 acres
Infill = 0.125 - 0.625 acres
Developable = 0.625 acres and greater

"Potential Infill Development" means a site with less than 0.625 acres. A site with less than 0.625 acres, developed at 8 units to the acre would produce less than 5 total units. Consequently, a development of less than 5 total units would not generate an affordable unit.

EXHIBIT C: Third Round Unmet Need Mechanisms

Zone Districts

- R-2 - Single-Family Residence
- R-3 - Single-Family Residence
- R-3A - Single-Family Residence and Cluster
- R-4 - Single-Family Residence
- B-1 - Special Business and Multi-Family Residence
- B-2 - Planned Commercial Shopping Center
- B-3 - General Business
- M-1 - Limited Manufacturing
- M-2 - Limited Industry, Office Building and Research Laboratory
- OP - Office and Professional Building
- OS - Open Space
- R-3B - Single-Family Residence and Continuing Care Retirement Community
- R-3A/R-3C - Single-Family Residence and Cluster/Multiple Family Adult Community Residence

Parcels in Business (B-2 & B-3) and Manufacturing Districts along Bloomfield and Passaic Avenues and not split-lot zoned

Parcels greater than 4 acres

Future Conditional Use

PARCEL ANALYSIS OF BUSINESS (B-2 & B-3) AND MANUFACTURING DISTRICTS

TOWNSHIP OF WEST CALDWELL

ESSEX COUNTY
NEW JERSEY

N

0 450 900
Feet

1 inch = 900 feet

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

MASER CONSULTING P.A.

March 2020

R:\All\Offices\RedBank\GIS\GISPROJECTS\Municipal\U-Z\WCT\WCT015A\2020\200327apb_Business_Manu_Zones_Parcel_Analysis.mxd

EXHIBIT D: 2020 INCOME LIMITS

EXHIBITD:: 2019 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 24, 2020

2020 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase		Regional Asset Limit****
												*Rents***	*Sales****	
Region 1	Median	$67,166	$71,964	$76,761	$86,357	$95,952	$99,790	$103,628	$111,304	$118,980	$126,656	1.9%	0.84%	$185,539
Bergen, Hudson, Passaic and Sussex	Moderate	$53,733	$57,571	$61,409	$69,085	$76,761	$79,832	$82,902	$89,043	$95,184	$101,325			
	Low	$33,583	$35,982	$38,381	$43,178	$47,976	$49,895	$51,814	$55,652	$59,490	$63,328			
	Very Low	$20,150	$21,589	$23,028	$25,907	$28,786	$29,937	$31,088	$33,391	$35,694	$37,997			
Region 2	Median	$73,857	$79,132	$84,408	$94,959	$105,510	$109,730	$113,951	$122,391	$130,832	$139,273	1.9%	4.71%	$202,419
Essex, Morris, Union and Warren	Moderate	$59,085	$63,306	$67,526	$75,967	$84,408	$87,784	$91,160	$97,913	$104,666	$111,418			
	Low	$36,928	$39,566	$42,204	$47,479	$52,755	$54,865	$56,975	$61,196	$65,416	$69,636			
	Very Low	$22,157	$23,740	$25,322	$28,488	$31,653	$32,919	$34,185	$36,717	$39,250	$41,782			
Region 3	Median	$83,650	$89,625	$95,600	$107,550	$119,500	$124,280	$129,060	$138,620	$148,180	$157,740	1.9%	1.01%	$227,546
Hunterdon, Middlesex and Somerset	Moderate	$66,920	$71,700	$76,480	$86,040	$95,600	$99,424	$103,248	$110,896	$118,544	$126,192			
	Low	$41,825	$44,813	$47,800	$53,775	$59,750	$62,140	$64,530	$69,310	$74,090	$78,870			
	Very Low	$25,095	$26,888	$28,680	$32,265	$35,850	$37,284	$38,718	$41,586	$44,454	$47,322			
Region 4	Median	$76,469	$81,931	$87,393	$98,317	$109,242	$113,611	$117,981	$126,720	$135,460	$144,199	1.9%	5.96%	$205,486
Mercer, Monmouth and Ocean	Moderate	$61,175	$65,545	$69,915	$78,654	$87,393	$90,889	$94,385	$101,376	$108,368	$115,359			
	Low	$38,235	$40,966	$43,697	$49,159	$54,621	$56,806	$58,990	$63,360	$67,730	$72,099			
	Very Low	$22,941	$24,579	$26,218	$29,495	$32,772	$34,083	$35,394	$38,016	$40,638	$43,260			
Region 5	Median	$67,620	$72,450	$77,280	$86,940	$96,600	$100,464	$104,328	$112,056	$119,784	$127,512	1.9%	7.21%	$179,028
Burlington, Camden and Gloucester	Moderate	$54,096	$57,960	$61,824	$69,552	$77,280	$80,371	$83,462	$89,645	$95,827	$102,010			
	Low	$33,810	$36,225	$38,640	$43,470	$48,300	$50,232	$52,164	$56,028	$59,892	$63,756			
	Very Low	$20,286	$21,735	$23,184	$26,082	$28,980	$30,139	$31,298	$33,617	$35,935	$38,254			
Region 6	Median	$57,458	$61,562	$65,666	$73,874	$82,083	$85,366	$88,649	$95,216	$101,782	$108,349	1.9%	6.97%	$153,730
Atlantic, Cape May, Cumberland, and Salem	Moderate	$45,966	$49,250	$52,533	$59,100	$65,666	$68,293	$70,919	$76,173	$81,426	$86,679			
	Low	$28,729	$30,781	$32,833	$36,937	$41,041	$42,683	$44,325	$47,608	$50,891	$54,175			
	Very Low	$17,237	$18,469	$19,700	$22,162	$24,625	$25,610	$26,595	$28,565	$30,535	$32,505			

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018 or 2019 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2020 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Appendix B | First Amendment to FSHC Settlement Agreement

FIRST AMENDED AGREEMENT (FIRST AMENDMENT) TO RESOLVE ISSUES BETWEEN THE TOWNSHIP OF WEST CALDWELL AND FAIR SHARE HOUSING CENTER CONCERNING THE TOWNSHIP'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE TOWNSHIP SHALL SATISFY SAME.

In the Matter of the Township of West Caldwell, County of Essex
DOCKET NO.: ESX-L-4910-15

FIRST AMENDMENT

This First Amendment, dated Aug. 20, 2021 ("the First Amendment"), to the Settlement Agreement dated June 16, 2020 (the "Original Agreement") is made by and between:

TOWNSHIP OF WEST CALDWELL, a municipal corporation of the State of New Jersey, County of Essex, having an address at 30 Clinton Road, West Caldwell, New Jersey, 07006 (hereinafter the "Township" or "West Caldwell");

and **FAIR SHARE HOUSING CENTER**, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002 (hereinafter "FSHC") (collectively, FSHC and the Township shall be referred to as the "Parties");

WHEREAS, the Original Agreement contemplated that the Township has sufficient capacity for sewer to support inclusionary development in connection with its full Third Round Obligation;

WHEREAS, the Township is or has been served by two (2) sewer system: the Caldwell Sewer System and Two Bridges Sewerage Authority;

WHEREAS, since the time of the Original Agreement, the Township has become aware that it may lack capacity to sewer its entire plan based on current known facts;

WHEREAS, the Township has sufficient sewer capacity to accommodate all of its Realistic Development Potential ("RDP") sites from its Original Agreement, except the "75 Clinton Road Site" based on 1) its interlocal agreement with Two Bridges/Fairfield (Exhibit A); 2) representations from Two Bridges/Fairfield regarding reservation of capacity (Exhibit B); and 3) sewer charts documenting expected flow for the inclusionary sites that will be sewered through Two Bridges/Fairfield (Exhibit C). The Township currently lacks sufficient capacity to sewer its unmet need sites and 75 Clinton Road;

WHEREAS, the Township seeks a hybrid durational adjustment in accordance with N.J.A.C. 5:93-4.3, so as to durationally adjust its unmet need only and for a limited time;

WHEREAS, the Township is in active discussions with the Borough of Caldwell for the production of capacity sufficient to sewer the Township's entire obligation through the Borough of Caldwell Sewer System;

WHEREAS, it is anticipated that the relevant Parties will be able to resolve issues associated with capacity from the Borough of Caldwell, which will help facilitate unmet need within one year or, at the latest, within the Round 3 compliance period;

WHEREAS, the Original Agreement contemplated the development of affordable housing, through the adoption of inclusionary zoning, at the Durkin site (Block 1700, Lot 8), specifically, multi-family residential up to 30 du/acre with a 20% mandatory set-aside, regardless of tenure, which would produce 120+/- total units with 24 affordable housing units;

WHEREAS, the Township seeks to increase density on this project, specifically by increasing multi-family residential up to 35 du/acre with a 20% mandatory set-aside, regardless of tenure, which would produce 142 total units with 28 affordable housing units;

WHEREAS, the Original Agreement contemplated the development of affordable housing, through the adoption of inclusionary zoning, at the Mercedes site (Block 1600, Lots 11, 12, and 22), specifically, multi-family residential up to 12 du/acre with a 20% mandatory set-aside, regardless of tenure, which would produce 20+/- total units with 4 affordable housing units;

WHEREAS, the Township seeks to increase density on this project, specifically by increasing multi-family residential up to 20 du/acre with a 20% mandatory set-aside, regardless of tenure, which would produce 36 total units with 7 affordable housing units;

WHEREAS, the corresponding RDP calculations for the Durkin and Mercedes sites will increase, but will be offset with the additional affordable housing yield associated with the sites.

WHEREAS, in addition to durationally adjusting all unmet need mechanisms, the Township will also durationally adjust the 75 Clinton Road project, which will ultimately depend on capacity from the Borough of Caldwell.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree this First Amendment to the Settlement Agreement is as follows:

I. As outlined above, the Township shall reserve and set-aside sufficient sewer capacity to satisfy its RDP from the Two Bridges/Fairfield system. This includes reserving at least as much capacity for RDP sites as documented in Exhibits B and C to this Amendment, except for 75 Clinton Road, which will be deferred in the same manner as the unmet need sites. While the Township has provided preliminary information regarding sewer capacity in Exhibit B, FSHC reserves the right to request additional, more specific information to address the requirements of N.J.A.C. 5:93-4.3(c) during the compliance phase of this litigation.

II. The Township is entitled to a durational adjustment of its unmet need and the five affordable units associated with 75 Clinton Road for lack of sewer capacity to those sites. The durational adjustment shall apply until the Township resolves its capacity

issue with the Borough of Caldwell either within one year of this Amendment or, at the latest, within the Round 3 Compliance Period.

III. Reporting: The Township shall issue a status report as to its progress to obtain sewer on an annual basis beginning one year from the issuance of a final Judgment of Compliance and Repose in this matter. This obligation shall include information regarding prospective capacity.

IV. In the event that the Township is unable to secure additional capacity to address its unmet need at the time of the first annual report described in Paragraph III above, the Township shall be required either to: a) make an application to the Court for a waiver of the requirements under N.J.A.C. 5:93-4.3.c pursuant to N.J.A.C. 5:93-4.3.d; or b) be subjected to provisions of N.J.A.C. 5:93-4.3.c.

V. In the event that a property owner within one of the overlay zones utilized to address the Township's unmet need comes forward with a proposed development and any of the RDP sites has not moved forward (i.e., filed a site plan application), the parties may amend this Amendment, upon notice and an opportunity to be heard to interested parties, to revise the priority of sewer reservation for the RDP sites.

VI. The Township shall increase the density on the Durkin Site to up to 35 du/acre with a 20% mandatory set-aside, regardless of tenure, which shall produce 142 total units including 28 affordable housing units.

VII. The Township shall increase the density on the Mercedes Site to up to 20 du/acre with a 20% mandatory set-aside, regardless of tenure, which shall produce 36 total units, including 7 affordable housing units.

VIII. The increased density on the Durkin and Mercedes sites increases the Township's RDP from 72 to 80.

IX. For issues unrelated to sewer and water, the parties agree that on July 1, 2023 there shall be a check-in specifically focused on the Durkin and Mercedes sites discussed above to ascertain whether these developments still create a realistic opportunity for the development of affordable housing. In the event these sites are determined to no longer create a realistic opportunity for affordable housing the parties agree that it may be revised and/or replaced at that time.

X. The Parties acknowledge that this First Amendment is subject to approval at a duly noticed Fairness Hearing or a Joint Fairness and Compliance Hearing.

XI. Nothing in this First Amendment shall impact the validity of all remaining provisions in the June 16, 2020 FSHC Settlement Agreement.

All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the Township and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO FSHC: **Adam Gordon, Esq.**
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: adamgordon@fairsharehousing.org

TO THE TOWNSHIP: **Michael J. Edwards, Esq.**
Surenian, Edwards & Nolan LLC
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: MJE@Surenian.com

WITH A COPY TO THE TOWNSHIP ADMINISTRATOR:
Nikole Baltycki
Township of West Caldwell
30 Clinton Road
West Caldwell, NJ 07006
Email: nbaltycki@westcaldwell.com

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

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

Witness/Attest:

Laura Smith Denker

FAIR SHARE HOUSING CENTER:

By: _____
Adam Gordon, Esq.
On Behalf of Fair Share Housing Center

Dated: August 20, 2021

Witness/Attest:

TOWNSHIP OF WEST CALDWELL:

By: _____
Joseph Tempesta, Mayor
On Behalf of the Township of West Caldwell

Dated: Aug 20, 2021

Appendix C | 2024 Final Order of Judgment of Compliance and Repose

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
(732) 612-3100
By: Michael J. Edwards (Attorney ID: 032112012)
William E. Olson (Attorney ID: 381082022)
Attorneys for Declaratory Plaintiff, Township of West Caldwell

FILED
4:09 pm, Oct 31, 2024

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF WEST CALDWELL, COUNTY OF ESSEX

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

DOCKET NO.: ESX-L-4910-15

CIVIL ACTION - *Mount Laurel*

FINAL ORDER OF JUDGMENT OF COMPLIANCE AND REPOSE

THIS MATTER having been opened to the Court by Surenian, Edwards, Buzak & Nolan LLC, Michael Edwards, Esq. appearing on behalf of declaratory plaintiff, Township of West Caldwell (hereinafter "the Township") via Declaratory Judgment seeking approval of the Township's 2021 Housing Element and Fair Share Plan (hereinafter "HEFSP") (in response to In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) ("Mount Laurel IV"); and the Court having held a properly noticed compliance hearing on September 24, 2021; and the Court having entered a Conditional Order of Judgment of Compliance and Repose on October 15, 2021 (hereinafter "Conditional JOR"), which approved the Township's HEFSP, subject to the satisfaction of certain conditions set forth in Paragraph 7 and corresponding P-9 of the Conditional JOR; and since that time, the Township having not been able to demonstrate the credit-worthiness of the existing "Universal Institute" group home; and, as a result, the Township and Fair Share Housing Center (hereinafter "FSHC") having entered into a consent order for a replacement mechanism to address the group home shortfall, which was submitted to this Court as an Emergent Compliance Mechanism per N.J.A.C. 5:97-8.11 and approved by the Court on August 31, 2023; and the Township adopted and endorsed an amended HEFSP in January 2024, (hereinafter "Amendment")

to address a condition of the Court's August 31, 2023 approved consent order; and the Township having satisfied all of the other conditions; and good cause having been shown;

IT is hereby ORDERED on this 31st day of OCTOBER, 2024, as follows:

1. As of the date of this Judgment, the Township has satisfied all of the 5 conditions (Conditions 1-5) in Mary Beth Lonergan's, PP/AICP, Special Adjudicator Report of September 20, 2021, pursuant to Ms. Lonergan's Special Adjudicator Report of May 16, 2024, and the Township is now entitled to a final judgment of compliance and repose ("JOR"), with no conditions remaining.

2. Pursuant to Paragraph 3 of the Conditional JOR, the Township's Rehabilitation Share is **48**, the Township's Prior Round Obligation (1987-1999) is **200**, and the Township's Third Round Obligation (1999-2025) is **406**. The Township lacked sufficient land and sewer and/or water to address its prior round new construction obligation of 200. With a vacant land adjustment, the Township has an 18-unit realistic development potential ("RDP") for the prior round. In addition, the Township lacks sufficient land and sewer and/or water to address its Third Round new construction obligation of 406. With a vacant land adjustment, the Township has an 80-unit RDP for the Third Round. After adjustment of the 18-unit RDP for the Prior Round and the 80-unit RDP for the Third Round, the Township has a combined Unmet Need (hereinafter "Unmet Need") for both rounds of 508 (Prior Round Unmet Need of 182 plus Third Round Unmet Need of 326).

3. **Satisfaction of the Rehabilitation Obligation**: The Township rehabilitated one unit in 2015 through the Essex County Home Improvement Program. The Township will continue participating in the Essex County Home Improvement Program. A

municipally-sponsored rehabilitation program will also be used for 8 units, which will be available for both sale and rental units.

4. **Satisfaction of the "RDP", the Prior Round and Third Round Obligation:** The Township has a Prior Round RDP of eighteen (18) units which has been satisfied as follows:

Existing Prior Round RDP Credits (18-Unit RDP)					
Mechanism	Credit Type	Tenure	Age-Restricted	Credit	Rental Bonus
ARC of Essex	Alternative Living	Rental		5	5
Jewish Assoc - 7 Essex Pl	Alternative Living	Rental		4	
Jewish Assoc - 249 Passaic Ave	Alternative Living	Rental		4	
Total				**13**	**5**

The Township also has a Third Round RDP of eighty (80) units which will be satisfied as follows:

Existing Third Round RDP Credits (80-Unit RDP)						
Mechanism	**Credit Type**	**Tenure**	**Age-Restricted**	**Credit**	**Rental Bonus**	**Total Credit/ Bonus**
Heritage at West Caldwell	Inclusionary	For-Sale		9		9
Proposed Third Round RDP Credits (80-Unit RDP)						
Block 1700, Lots 8 (Durkin)	Inclusionary	Rental		28	20	48
Block 1600, Lots 11, 12, 22	Inclusionary	TBD		7		7
Pio Costa	Inclusionary	TBD		8		8
75 Clinton Road (Block 1502, Lot 1)	Inclusionary	TBD		5		5
ARC of Essex	Alternative Living	Rental		4		4
Total				**61**	**20**	**81**

In addition to the vacant land adjustment described above, the Township is also entitled to a durational adjustment due to lack of available sewer. With respect to its Third

Round RDP, the Township has sufficient sewer capacity currently to address each of the projects described above, except the 75 Clinton Road (Block 1502, Lot 1) site. That project shall thus be "deferred" or durationally adjusted in the same manner as the combined unmet need sites described below.

5. **Addressing the Remaining "Unmet Need"**:

The Township's HEFSP and Amendment describe various mechanisms to address unmet need. Those mechanisms, and the 75 Clinton Road site, will be deferred or durationally adjusted until the Township resolves its capacity issue with the Borough of Caldwell either within one year of the date of the Amendment or, at the latest, within the Third Round Compliance Period (the "Durationally Adjusted Sites"). At this time, the current state of the Caldwell sewer litigation indicates that sewer capacity for the Durationally Adjusted Sites in West Caldwell has not been generated. However, within the Caldwell sewer litigation, a re-rating of the Caldwell sewer capacity has been ordered. If, after such re-rating, it is determined there is sufficient sewer capacity for all or part of the Durationally Adjusted Sites, then the Township shall be responsible for addressing, in whole or in part, the remainder of its durationally adjusted obligation.

6. The Township has satisfied all of the conditions associated with the Conditional Judgment of Compliance and Repose, dated October 15, 2021, including conditions associated with Universal Institute since the Township and FSHC have agreed to remove and replace that project via Consent Order, approved September 25, 2023, to identify how the 4 unit gap will be addressed in its HEFSP. More specifically:

    a. The Township solved the 4-unit gap in its HEFSP by entering into agreement with ARC of Essex (the "ARC Agreement") for the acquisition/or construction of a four (4) bedroom group home/supportive housing facility and committed

at least $300,000.00 from the Township's Affordable Housing Trust fund to facilitate the production of affordable housing through this use. The Township amended its spending plan on an emergent basis pursuant to N.J.A.C. 5:97-8.11. In accordance with N.J.A.C. 5:97-8.11, the Township adopted an amendment to its HEFSP to include the new affordable housing opportunity provided by the ARC group home which was adopted by the Planning Board on January 8, 2024 and endorsed by the Governing Body on January 16, 2024. The Township of West Caldwell shall submit to monitoring pursuant to N.J.A.C. 5:96-11 relating to the affordable units created herein using the affordable housing trust funds. Further, the ARC Agreement requires a deed restriction to maintain affordability of controls on the group home/supportive housing facility for a period of at least 30 years, which has been executed and recorded by both parties.

7. This Court retains jurisdiction over this matter solely for the purposes of enforcement of this Judgment, the FSHC Settlement, and the FSHC Amendment.

8. All of the other terms and conditions set forth in the Conditional JOR shall remain in full force and effect, including the provision in Paragraph 2 of the JOR, that the Township has immunity from all Mount Laurel lawsuits until July 2, 2025.

9. A copy of this Judgment shall be considered served on all attorneys of record via filing on eCourts. The Township shall provide a copy of this order to the Court Adjudicator.

Richard T. Sules, J.S.C.

HONORABLE RICHARD T. SULES, J.S.C.

( ) Opposed
(✓) Unopposed

Appendix D | Resolution No. 25-067 Committing to Round 4 Present and Prospective Need Affordable Housing Obligations

Resolution

Resolution No. 25-067 By: Councilman Wolsky

RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WEST CALDWELL COMMITTING TO ROUND 4 PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS

For the Meeting of January 21 in the Year of 2025

A RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WEST CALDWELL, ESSEX COUNTY, NEW JERSEY

WHEREAS, the Township has a demonstrated history of voluntary compliance as evidenced by its Round 3 record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 7, 2015, the Township of West Caldwell (hereinafter "West Caldwell" or the "Township") filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), to be amended as necessary, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, that culminated in a Court-approved Housing Element and Fair Share Plan and a Final Judgment of Compliance and Repose, which precludes builder's remedy lawsuits until July 1, 2025; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2 (hereinafter "A4" or "Amended FHA"); and

WHEREAS, A4 calculates the size of the regional affordable housing need as follows "projected household change for a 10-year round in a region shall be estimated by establishing the household change experienced in the region between the most recent federal decennial census, and the second-most recent federal decennial census. This household change, if positive, shall be divided by 2.5 to estimate the number of low- and moderate-income homes needed to address low- and moderate-income household change in the region, and to determine the regional prospective need for a 10-year round of low- and moderate-income housing obligations…"; and

WHEREAS, this means that the regional need equates to 40% of regional household growth; and

WHEREAS, the 1985 version of the Fair Housing Act and A4 both prohibit a result that would compel a municipality to spend its own money on compliance; and

WHEREAS, the theory which permits a municipality to meet its obligations without municipal subsidy is zoning for "inclusionary zoning"; and

WHEREAS, inclusionary zoning most typically requires a 15% or 20% set aside; and

WHEREAS, it is not clear how a regional need predicated upon 40% of anticipated growth can be met with 15-20% set asides and without municipal subsidy; and

WHEREAS, this is exacerbated by the fact that certain other municipalities in the region have an allocation of 0% of the prospective need (new construction obligation), irrespective of the growth in that particular municipality; and

WHEREAS, A4 yields a statewide new construction obligation of over 8,400 affordable units per year; and

WHEREAS, this is a substantially higher annual number than was imposed by COAH in the "Prior Round" or any iteration of its Round 3 regulations; and

WHEREAS, A4 determines the size of the regional need, but does not calculate allocation of the need to individual municipalities; and

WHEREAS, instead, A4 required the Department of Community Affairs ("DCA") to produce non-binding estimates of need on or before October 20, 2024, which it did provide on October 18, 2024 ("DCA Report"); and

WHEREAS, the DCA Report calculates the Township's Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 4 units and a Prospective Need or New Construction Obligation of 272 units; and

WHEREAS, the Township accepts the conclusions in the DCA Report, except regarding the land capacity allocation factor; and

WHEREAS, as to the **Land Capacity Allocation Factor,** the Township notes that the DCA belatedly provided the data it used to establish this factor, i.e., on or about November 27, 2024 instead of by October 20, 2024; and

WHEREAS, the Township further notes that the link to the DCA GIS data that the DCA belatedly made available to municipalities includes the following language: The land areas identified in this dataset are based on an the best available data using publicly available data enumerated in N.J.S.A. 52:27D-304.3c.(4) to estimate the area of developable land, within municipal and regional boundaries, that may accommodate development. **It is important to note that the identified areas could be over or under inclusive depending on various conditions and that municipalities are permitted to provide more detailed mappings as part of their participation in the Affordable Housing Dispute Resolution Program.**" (emphasis added); and

WHEREAS, the DCA maintains that the areas the DCA identified as developable are indeed overinclusive and, consequently, the Township's Professional Planner, has prepared a report, attached hereto as Exhibit A; and

WHEREAS, correcting the allocation factors results in the Township's Round 4 Prospective Need Obligation being 242 units rather than the 272 units the DCA calculated; and

WHEREAS, Section 3 of A4 provides that: "the municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of A4; and

WHEREAS, Township's calculation of need is entitled to a "presumption of validity" because it complies with Sections 6 and 7 of A4; and

WHEREAS, the Township specifically reserves the right to adjust those numbers based on one or any of the foregoing adjustments: 1) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sewer or lack of water); and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, including, but not limited to the Highlands Regional Master Plan and its build out, the Pinelands or Meadowlands regulations and planning document; and

WHEREAS, in addition to the foregoing, the Township specifically reserves all rights to revoke or amend this resolution and commitment, as may be necessary, in the event of a successful challenge to A4 in the context of the Montvale case (MER-L-1778-24), any other such action challenging A4, or any legislation adopted and signed into law by the Governor of New Jersey that alters the deadlines and/or requirements of A4; and

WHEREAS, in addition to the foregoing, the Township reserves the right to take a position that its Round 4 Present or Prospective Need Obligations are lower than described herein in the

event that a third party challenges the calculations provided for in this Resolution (a reservation of all litigation rights and positions, without prejudice); and

WHEREAS, in light of the above, the Mayor and Council finds that it is in the best interest of Township to declare its obligations in accordance with this binding resolution and in accordance with the Act and

WHEREAS, in addition to the above, the Acting Administrative Director issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the Act shall file an action "in the form of a declaratory judgment complaint . . . within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner"; and

WHEREAS, nothing in this Resolution shall be interpreted as an acknowledgment of the legal validity of the AOC Directive and the Township reserves any and all rights and remedies in relation to the AOC Directive; and

WHEREAS, the Township seeks a certification of compliance with the Act and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution; and

NOW, THEREFORE, BE IT RESOLVED on this 21st day of January, 2025, by the Council of the Township of West Caldwell, Essex County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this resolution.

2. The Mayor and Council hereby commit to a Present Need Obligation of 4 units and the Round 4 Prospective Need Obligation 242 units as described in this resolution subject to all reservations of rights, which specifically include:

   a) The right to adjust the number based on a windshield survey, lack of land, sewer, water, regional planning inputs, or any combination thereof;

   b) As described in the WHEREAS section, all rights to revoke or amend this resolution in the event of a successful legal challenge, or legislative change, to A4;

   c) All rights to take any contrary position in the event of a third party challenge to the obligations.

3. The Township hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint within 48 hours after adoption this resolution attaching this resolution.

4. The Township hereby directs its Affordable Housing Counsel to (a) file this Resolution with the "Program" pursuant to the requirements on A4.

5. The Township hereby directs that this Resolution be published on the municipal website within 48 hours of its passage, pursuant to A4.

6. This resolution shall take effect immediately, according to law.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on the date of January 21, 2025, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on January 22, 2025, I hereby **approve** the same.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
STEPHEN WOLSKY	X			
JOSEPH CECERE	X			
MICHAEL DOCTEROFF	X			
KATHY L. CANALE				X
MICHAEL CRUDELE	X			
ROBERT SCHOTT	X			
MAYOR TEMPESTA (IF TIE)				

Appendix E | Complaint for Declaratory Relief Pursuant to Directive #14-24

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
(732) 612-3100
By: Michael J. Edwards: mje@surenian.com (Attorney ID: 032112012)
Attorneys for Declaratory Plaintiff, Township of West Caldwell

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF WEST CALDWELL, COUNTY OF ESSEX, STATE OF NEW JERSEY	**SUPERIOR COURT OF NEW JERSEY** LAW DIVISION: ESSEX COUNTY DOCKET NO.: ESX-**L-____** CIVIL ACTION AFFORDABLE HOUSING PER DIRECTIVE # 14-24 **COMPLAINT FOR DECLARATORY RELIEF PURSUANT TO DIRECTIVE# 14-24**

Declaratory Plaintiff, the Township of West Caldwell, County of Essex, State of New Jersey (hereinafter, "West Caldwell" or the "Township"), a municipal corporation of the State of New Jersey, with principal offices located at 30 Clinton Road, West Caldwell, NJ, 07006, by way of this Declaratory Judgment Action ("DJ Action") as authorized under Directive # 14-24 of the Administrative Office of the Courts, alleges and says:

Background

1. The Township of West Caldwell is a municipal corporation of the State of New Jersey.

2. The Planning Board of the Township of West Caldwell (hereinafter, "Planning Board") is a municipal agency created and organized under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., ("MLUL"), and, among other duties and obligations, is responsible for adopting the Housing Element and Fair Share Plan ("HEFSP") of West Caldwell's Master Plan.

3. Through this DJ Action, West Caldwell seeks the following relief in relation to its Fourth Round (2025-2035) affordable housing obligation: (a) to secure the jurisdiction of the Affordable Housing Alternative Dispute Resolution Program (the "Program") pursuant to P.L. 2024, c.2 (hereinafter, the "Act") and the Court, pursuant to Directive # 14-24; (b) to have the Program and the Court approve the Township of West Caldwell's Present and Prospective affordable housing obligations as set forth in the binding resolution adopted by the Township, attached hereto as **Exhibit 1**; (c) to have the Program and the Court approve a HEFSP to be adopted by the Planning Board and endorsed by the Council and issue a conditional or unconditional "Compliance Certification" pursuant to the Act or other similar declaration; (d) to the extent it is not automatically granted pursuant to the Act, through the filing of this DJ Action and binding resolution, to have the Program and the Court confirm West Caldwell's immunity from all exclusionary zoning litigation , including builder's remedy lawsuits, during the pendency of the process outlined in the Act and for the duration of Fourth Round, i.e., through June 30, 2035; and (e) to have the Program and the Court take such other actions and grant such other relief as may be appropriate to ensure that the Township receive and obtain all protections as afforded to it in complying with the requirements of the Act, including, without limitation, all immunities and presumptions of validity necessary to satisfy its affordable housing obligations voluntarily without having to endure the expense and burdens of unnecessary third party litigation.

COUNT I

ESTABLISHMENT OF JURISDICTION UNDER P.L.2024, C. 2

4. The Township of West Caldwell repeats and realleges each and every allegation as set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

5. The Act represents a major revision of the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 *et seq*.

6. Among other things, the Act abolished the Council on Affordable Housing (hereinafter, "COAH"), and replaced it with seven retired, on recall judges designated as the Program. Among other things, the Act authorized the Director of the Administrative Office of the Courts, (hereinafter, respectively, "Director" and "AOC") to create a framework to process applications for a compliance certification.

7. On or about December 13, 2024, the Director issued Directive # 14-24, which among other things, required municipalities seeking compliance certification to file an action in the form of a declaratory judgment complaint and Civil Case Information Statement in the County in which the municipality is located within 48 hours after the municipality's adoption of a binding resolution as authorized under the Act and attach a copy of said binding resolution to the DJ Action.

8. West Caldwell adopted a binding resolution establishing its present and prospective affordable housing obligations within the statutory window of time set forth in the Act and in accordance with the methodology and formula set forth in the Act, a certified copy of which resolution is attached to this DJ Action as **Exhibit 1**.

9. Based on the foregoing, West Caldwell has established the jurisdiction of the Program and the Court in regard to this DJ Action for a compliance certification as set forth hereinafter.

WHEREFORE, the Township of West Caldwell seeks a declaratory judgment for the following relief:

a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set

forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of the Township under the Act;

c. Declaring the approval of the Township's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Township Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of West Caldwell for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT II

DETERMINATION OF THE PRESENT AND PROSPECTIVE NEED OF THE TOWNSHIP OF WEST CALDWELL

10. West Caldwell repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

11. The Act adopted the methodology to calculate every municipality's present and prospective need affordable housing obligation for the Fourth Round (2025-2035) and beyond.

12. Pursuant to the Act, a municipality desiring to participate in the Program is obligated to adopt a "binding resolution" determining its present and prospective affordable housing obligations to which it will commit based upon the methodology set forth in the Act.

13. West Caldwell adopted a binding resolution including an expert report attached thereto, a copy of which resolution and expert report is attached hereto and made a part hereof as Exhibit 1 to this DJ Action.

14. The binding resolution maintains that the Present ("Rehabilitation") Need obligation of West Caldwell is 4 units and its Prospection Need obligation is 242 units.

15. West Caldwell seeks the approval of and confirmation by the Program and the Court of the Present and Prospective affordable housing obligations as set forth in the binding resolution attached hereto and made a part hereof as **Exhibit 1** or the adjustment of those obligations consistent with the Act and the applicable COAH regulations.

16. Pursuant to the binding resolution, the Township of West Caldwell reserves all rights to amend its affordable housing obligations in the event of a successful legal challenge, or legislative change, to the Act.

17. Pursuant to the binding resolution, West Caldwell specifically reserves the right to seek and obtain 1) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 2) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or 3) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 4) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 5) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 6) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

WHEREFORE, the Township of West Caldwell seeks a declaratory judgment for the following relief:

a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of West Caldwell under the Act;

c. Declaring the approval of West Caldwell's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation

that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to West Caldwell for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT III

HOUSING ELEMENT AND FAIR SHARE PLAN

18. The Township of West Caldwell repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

19. Pursuant to the Act, a Housing Element and Fair Share Plan (hereinafter, ("HEFSP") must be prepared adopted by the Planning Board and endorsed, by June 30, 2025.

20. West Caldwell hereby commits for its professionals to prepare the appropriate HEFSP to address its affordable housing obligations, as determined by the Program and the Court which HEFSP shall apply as appropriate, any applicable adjustments, including, without limitation, 1) a Vacant Land Adjustment predicated upon a lack of vacant, developable and

suitable land; 2) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or 3) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 4) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 5) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 6) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

WHEREFORE, the Township of West Caldwell seeks a declaratory judgment for the following relief:

a. Declaring that West Caldwell has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of West Caldwell under the Act;

c. Declaring the approval of West Caldwell's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving

affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the Township of West Caldwell continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of West Caldwell for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT IV

CONFIRMATION OF IMMUNITY

21. The Township of West Caldwell repeats and realleges each and every allegation set forth in the previous paragraphs of this declaratory judgment complaint as if set forth herein in full.

22. Pursuant to the Act, a municipality that complies with the deadlines in the Act for both determining present and prospective affordable housing obligations affordable housing obligations and for adopting an appropriate HEFSP shall have immunity from exclusionary zoning litigation.

23. The Township of West Caldwell has met the deadline for the adoption and filing of its binding resolution (and the filing of this DJ Action in accordance with Directive # 14-24) not

later than January 31, 2025 by adopting the binding resolution attached to this DJ Action as Exhibit 1, and has committed to the adoption of its HEFSP by the June 30, 2025.

24. Without waiving any judicial immunity from exclusionary zoning litigation that West Caldwell possesses as a result of any applicable Judgment of Compliance and Repose entered in favor of the Township in Round 3, West Caldwell has qualified for continued immunity under the Act while pursuing its certification of compliance in the instant matter.

WHEREFORE, the Township of West Caldwell seeks a declaratory judgment for the following relief:

a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of West Caldwell under the Act;

c. Declaring the approval of West Caldwell's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving

affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that West Caldwell continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to West Caldwell for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of West Caldwell

Michael J. Edwards
By: _____
Michael J. Edwards, Esq.

Dated: January 23, 2025

CERTIFICATION PURSUANT TO R. 4:5-1

Michael J. Edwards, Esq., of full age, hereby certifies as follows:

1. I am a member of the Firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for declaratory plaintiff, Township of West Caldwell.
2. To the best of my knowledge, there is no other action pending in any court or any pending arbitration proceeding of which the matter in controversy herein is the subject

and no such other action or arbitration proceeding is contemplated. To the best of my knowledge, there are no other parties who should be joined in this action.

3. The within Complaint was filed and served within the time prescribed by the Rules of Court.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of West Caldwell

Michael J. Edwards
By: _____
Michael J. Edwards, Esq.

Dated: January 23, 2025

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, notice is hereby given that Michael J. Edwards, Esq., attorney for the Declaratory Plaintiff, Township of West Caldwell is designated as trial counsel in the above captioned matter.

SURENIAN EDWARDS BUZAK & NOLAN LLC
Attorneys for Declaratory Plaintiff,
Township of West Caldwell

Michael J. Edwards
By: _____
Michael J. Edwards, Esq.

Dated: January 23, 2025

CERTIFICATION PURSUANT TO R. 1:38-7(b)

Michael J. Edwards, Esq., of full age, hereby certifies as follows:

1. I am a member of the firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for Declaratory Plaintiff, Township of West Caldwell.

2. I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of West Caldwell

Michael J. Edwards
By: _____
Michael J. Edwards, Esq.

Dated: January 23, 2025

Resolution

Resolution No. 25-067 By: Councilman Wolsky

RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WEST CALDWELL COMMITTING TO ROUND 4 PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS

For the Meeting of January 21 in the Year of 2025

A RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WEST CALDWELL, ESSEX COUNTY, NEW JERSEY

WHEREAS, the Township has a demonstrated history of voluntary compliance as evidenced by its Round 3 record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 7, 2015, the Township of West Caldwell (hereinafter "West Caldwell" or the "Township") filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), to be amended as necessary, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, that culminated in a Court-approved Housing Element and Fair Share Plan and a Final Judgment of Compliance and Repose, which precludes builder's remedy lawsuits until July 1, 2025; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2 (hereinafter "A4" or "Amended FHA"); and

WHEREAS, A4 calculates the size of the regional affordable housing need as follows "projected household change for a 10-year round in a region shall be estimated by establishing the household change experienced in the region between the most recent federal decennial census, and the second-most recent federal decennial census. This household change, if positive, shall be divided by 2.5 to estimate the number of low- and moderate-income homes needed to address low- and moderate-income household change in the region, and to determine the regional prospective need for a 10-year round of low- and moderate-income housing obligations…"; and

WHEREAS, this means that the regional need equates to 40% of regional household growth; and

WHEREAS, the 1985 version of the Fair Housing Act and A4 both prohibit a result that would compel a municipality to spend its own money on compliance; and

WHEREAS, the theory which permits a municipality to meet its obligations without municipal subsidy is zoning for "inclusionary zoning"; and

WHEREAS, inclusionary zoning most typically requires a 15% or 20% set aside; and

WHEREAS, it is not clear how a regional need predicated upon 40% of anticipated growth can be met with 15-20% set asides and without municipal subsidy; and

WHEREAS, this is exacerbated by the fact that certain other municipalities in the region have an allocation of 0% of the prospective need (new construction obligation), irrespective of the growth in that particular municipality; and

WHEREAS, A4 yields a statewide new construction obligation of over 8,400 affordable units per year; and

WHEREAS, this is a substantially higher annual number than was imposed by COAH in the "Prior Round" or any iteration of its Round 3 regulations; and

WHEREAS, A4 determines the size of the regional need, but does not calculate allocation of the need to individual municipalities; and

WHEREAS, instead, A4 required the Department of Community Affairs ("DCA") to produce non-binding estimates of need on or before October 20, 2024, which it did provide on October 18, 2024 ("DCA Report"); and

WHEREAS, the DCA Report calculates the Township's Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 4 units and a Prospective Need or New Construction Obligation of 272 units; and

WHEREAS, the Township accepts the conclusions in the DCA Report, except regarding the land capacity allocation factor; and

WHEREAS, as to the **Land Capacity Allocation Factor,** the Township notes that the DCA belatedly provided the data it used to establish this factor, i.e., on or about November 27, 2024 instead of by October 20, 2024; and

WHEREAS, the Township further notes that the link to the DCA GIS data that the DCA belatedly made available to municipalities includes the following language: The land areas identified in this dataset are based on an the best available data using publicly available data enumerated in N.J.S.A. 52:27D-304.3c.(4) to estimate the area of developable land, within municipal and regional boundaries, that may accommodate development. **It is important to note that the identified areas could be over or under inclusive depending on various conditions and that municipalities are permitted to provide more detailed mappings as part of their participation in the Affordable Housing Dispute Resolution Program.**" (emphasis added); and

WHEREAS, the DCA maintains that the areas the DCA identified as developable are indeed overinclusive and, consequently, the Township's Professional Planner, has prepared a report, attached hereto as Exhibit A; and

WHEREAS, correcting the allocation factors results in the Township's Round 4 Prospective Need Obligation being 242 units rather than the 272 units the DCA calculated; and

WHEREAS, Section 3 of A4 provides that: "the municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of A4; and

WHEREAS, Township's calculation of need is entitled to a "presumption of validity" because it complies with Sections 6 and 7 of A4; and

WHEREAS, the Township specifically reserves the right to adjust those numbers based on one or any of the foregoing adjustments: 1) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sewer or lack of water); and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, including, but not limited to the Highlands Regional Master Plan and its build out, the Pinelands or Meadowlands regulations and planning document; and

WHEREAS, in addition to the foregoing, the Township specifically reserves all rights to revoke or amend this resolution and commitment, as may be necessary, in the event of a successful challenge to A4 in the context of the Montvale case (MER-L-1778-24), any other such action challenging A4, or any legislation adopted and signed into law by the Governor of New Jersey that alters the deadlines and/or requirements of A4; and

WHEREAS, in addition to the foregoing, the Township reserves the right to take a position that its Round 4 Present or Prospective Need Obligations are lower than described herein in the

event that a third party challenges the calculations provided for in this Resolution (a reservation of all litigation rights and positions, without prejudice); and

WHEREAS, in light of the above, the Mayor and Council finds that it is in the best interest of Township to declare its obligations in accordance with this binding resolution and in accordance with the Act and

WHEREAS, in addition to the above, the Acting Administrative Director issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the Act shall file an action "in the form of a declaratory judgment complaint . . . within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner"; and

WHEREAS, nothing in this Resolution shall be interpreted as an acknowledgment of the legal validity of the AOC Directive and the Township reserves any and all rights and remedies in relation to the AOC Directive; and

WHEREAS, the Township seeks a certification of compliance with the Act and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution; and

NOW, THEREFORE, BE IT RESOLVED on this 21st day of January, 2025, by the Council of the Township of West Caldwell, Essex County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this resolution.

2. The Mayor and Council hereby commit to a Present Need Obligation of 4 units and the Round 4 Prospective Need Obligation 242 units as described in this resolution subject to all reservations of rights, which specifically include:

   a) The right to adjust the number based on a windshield survey, lack of land, sewer, water, regional planning inputs, or any combination thereof;

   b) As described in the WHEREAS section, all rights to revoke or amend this resolution in the event of a successful legal challenge, or legislative change, to A4;

   c) All rights to take any contrary position in the event of a third party challenge to the obligations.

3. The Township hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint within 48 hours after adoption this resolution attaching this resolution.

4. The Township hereby directs its Affordable Housing Counsel to (a) file this Resolution with the "Program" pursuant to the requirements on A4.

5. The Township hereby directs that this Resolution be published on the municipal website within 48 hours of its passage, pursuant to A4.

6. This resolution shall take effect immediately, according to law.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on the date of January 21, 2025, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on January 22, 2025, I hereby **approve** the same.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
STEPHEN WOLSKY	X			
JOSEPH CECERE	X			
MICHAEL DOCTEROFF	X			
KATHY L. CANALE				X
MICHAEL CRUDELE	X			
ROBERT SCHOTT	X			
MAYOR TEMPESTA (IF TIE)				

Shelbourne at Hunterdon
53 Frontage Road, Suite 110
Hampton, New Jersey 08827
Main: 877 627 3772

Colliers Engineering & Design

Memorandum

To: Nikole Baltycki, Township Administrator, Township of West Caldwell

From: Darlene A. Green, PP, AICP

Date: January 17, 2025

Subject: Review and Findings of DCA Land Capacity Analysis GIS Data

Project No.: WCT-015B

This office serves as the Planner for the Township of West Caldwell. On March 20, 2024, the Governor signed Bill A4, referred to as P.L. 2024, c.2. This new law modifies the Fair Housing Act, specifically N.J.S.A. 52:27D-304.3, which concerns the methodology to determine the prospective (Fourth Round) affordable housing obligation.

Three factors are employed to allocate the Regional Need to each applicable community – equalized non-residential valuation, income capacity, and land capacity. N.J.S.A. 52-27D-304.3c.(4) describes the land capacity factor and the steps to determine developable land. The law requires the use of the "land use/land cover data" most recently published by the Department of Environmental Protection ("DEP") as one of the analysis inputs.

P.L. 2024, c.2. tasked the Department of Community Affairs ("DCA") with calculating the Fourth Round affordable housing obligations. DCA released a report entitled Affordable Housing Obligation for 2025-2035 (Fourth Round) Methodology and Background (DCA Report).[1] This report describes the steps taken to compute the Fourth Round Obligation. Page 15 of the report states "The datasets mandated for use by the legislation have significant limitations in their use. The LULC data reflect a geographic depiction of the classification system established by the U.S. Geological Survey (Anderson Codes) and modified by DEP. Based on aerial imagery from 2020, land areas are identified by category to reflect uses and coverages."

P.L. 2024, c.2. also modified N.J.S.A. 52:27D-304.1 regarding requirements, specifically subsection a. which states "Each municipality shall determine its municipal present and prospective need obligations…and may take into consideration the calculations in the report published by the department…"

The DCA Report was released on October 18, 2024. It was accompanied by a detailed spreadsheet illustrating the various calculations used in determining the Fourth Round affordable housing obligations. The spreadsheet includes a tab for each of the three allocation factors (land capacity,

[1] https://www.nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf

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equalized non-residential valuation, and income capacity). However, the spreadsheet only noted an aggregated acreage value for each town. Detailed Geographic Information Systems ("GIS") mapping illustrating the location of the developable areas was not released until November 27, 2024. The timing of the production of the GIS data has made this exercise more difficult and on a rushed timeline.

Moreover, the link to the DCA GIS data[2], which includes a description section includes the following language:

> "The land areas identified in this dataset are based on an the best available data using publicly available data enumerated in N.J.S.A. 52:27D-304.3c.(4) to estimate the area of developable land, within municipal and regional boundaries, that may accommodate development. **It is important to note that the identified areas could be over or under inclusive depending on various conditions and that municipalities are permitted to provide more detailed mappings as part of their participation in the Affordable Housing Dispute Resolution Program**." (emphasis added)

This office was tasked with reviewing the detailed GIS mapping for accuracy. On or about December 2, 2024, this office downloaded the GIS data prepared by the DCA.[3] The DCA data was then overlaid with Township parcels, publicly-available environmental constraints data, and tax map information.

The DCA GIS data identifies 42 areas within the Township as developable. These areas total 32.683 acres according to the GIS data. Each area has been assigned a unique "ObjectID" or identification number by DCA. The table attached as **Exhibit A** lists each area's identification number (see column "DCA ObjectID"), weighted acres, vacant acres, and municipal total identified by DCA.[4] Our office then added a column to identify the block(s) and lot(s) each area encompasses. We then reviewed each identified area to confirm if it was developable. To the extent an area was not objectively developable, it was removed from the inventory. Our detailed findings for each of the 42 identified areas is provided under "Findings/Comments". Finally, the table contains a column labeled "Adjusted Developable Acres" based upon the results of our area-by-area analysis.

The locations of the 42 identified areas can be viewed in the "Environmental Constraints with NJDCA Land Capacity Analysis Results" maps attached as **Exhibit B** and **Exhibit C**.

This detailed evaluation reveals that DCA's analysis is over inclusive and only 14 of the 42 identified areas are developable. The 14 areas encompass 9.204 acres. Therefore, the Township of West Caldwell's developable acreage is 9.204 acres, not 32.683 acres. When this corrected acreage data is entered into DCA's excel spreadsheet[5] the Township's Land Capacity Factor is amended from 0.61%

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[2] https://njdca-data-hub-njdca.hub.arcgis.com/datasets/land-capacity-analysis-for-p-l-2024-c-2/about
[3] Ibid.
[4] Note that the DCA GIS attribute table labels this column as "vacant acres" not developable acres.
[5] https://www.nj.gov/dca/dlps/4th_Round_Numbers.shtml

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to 0.17%. The Township's Average Allocation Factor decreases from 1.33% to 1.18% and, accordingly, West Caldwell's Fourth Round Obligation is adjusted from 272 to 242.

The below table illustrates the revisions to the allocation factors and Fourth Round Prospective Need Obligation as a result of our analysis.

Allocation Factor/Prospective Need	DCA Calculation	Proposed Revision
Land Capacity Factor	0.61%	**0.17%**
Equalized Non-residential Valuation Factor	2.22%	2.22%
Income Capacity Factor	1.15%	1.15%
Average Allocation Factor	1.33%	**1.18%**
Prospective Need Obligation	272	**242**

DCA's land capacity analysis followed the steps outlined in P.L. 2024, c.2 (N.J.S.A. 52-27D-304.3c.(4)) to determine land capacity. As described above, the base layer of information was the land use/land cover data prepared by DEP, which is based on aerial imagery from 2020. Our review of the data for the Township of West Caldwell reveals the following shortcomings with the GIS analysis prepared by the DCA:

- It fails to account for street frontage.
- It is blind to block and lot lines and identifies portions of existing developed sites as developable. Many of these instances occur in rear and side yard setback areas.
- It does not take into account area shape and size. For example, areas as narrow as 5.8 feet are identified as developable.

These issues are illustrated in **Exhibit B** and **Exhibit C**.

West Caldwell does not dispute the DCA's calculation for Equalized Non-residential Valuation or Income Capacity. Thus, the Township is accepting the DCA analysis, but for the corrections to the Land Capacity Factor described in this memorandum. Correcting the Land Capacity Factor yields a Fourth Round Prospective Need Obligation of 242, not 272.

cc: Michael Edwards, Special Affordable Housing Counsel

Exhibit A

Township of West Caldwell: DCA Land Capacity Factor Analysis						
DCA ObjectID	Weighted Acres	Vacant Acres*	Municipal Total	Block(s) / Lot(s)	Findings/Comments	Adjusted Developable Acres
30004	0.46424	0.46424	32.682641	B2802, L14.02	The identified area is irregularly shaped with a depth of 357 feet; width varies from 35 feet along Harrison Avenue to 118.3 feet at the rear (north). Wetlands to the east and north of the area are identified as a habitat for the Barred Owl, a State Threatened species, which classifies the wetlands as being of exceptional value and requiring a 150-foot buffer. The buffer encompasses the entire area. Additionally, a tributary of the Passaic River flows along the east and north sides of the wetlands area. The presence of an Endangered or Threatened species requires a 150-foot Riparian buffer. This buffer encompasses encroaches into the area from the east. Due to these factors, the identified area is undersized and not developable.	0
30005	0.20202	0.20202	32.682641	B2500, L11	The identified area measures 328 feet long along Runnymede Road. Area depth varies from 6.7 feet in the east to 39.8 feet deep in the middle of the area. The irregular shape and shallow depth of the area cannot accommodate development. Therefore, the identified area is not developable.	0
30006	0.133066	0.133066	32.682641	B3304, L1	The identified area is triangular with a base of 66 feet and height of 134.6 feet. Said area totals 5,795.2 square feet. The area is located on a property that does not have existing public street frontage. Additionally, 150-foot wetlands and 150-foot Riparian buffers encompass the entire area. Steep slopes are also present in the center of the area. Due to these factors, the identified area is not developable.	0
30007	3.419418	3.419418	32.682641	B3101, L5 & B3200, L5	The identified area is irregularly shaped and is located on properties with no existing public street frontage. The portion of the area on Lot 5 of Block 3101 is the side yard of the Borough of Caldwell's Sewage Treatment Plant. Additionally, 150-foot wetlands and 150-foot Riparian buffers encompass the entire area and steep slopes are present in the center of the area. Due to these factors, the identified area is not developable.	0
30008	0.465455	0.465455	32.682641	B2401, L44	This irregularly shaped area is located in the "flag" portion of a flag lot, which has 12 feet of frontage along Westville Avenue. The area contains 656 square feet of steep slopes. Additionally, the eastern tip of the area measures 70 feet long and 10 feet wide, totaling 800 square feet. Due to these factors, developable acres is reduced to 0.43203 acres.	0.43203
30009	0.389074	0.389074	32.682641	B2401, L44	The identified area is irregularly shaped and contains 400 square feet of steep slopes. Additionally, the western "leg" measures between 21.9 feet and 50 feet wide and totals 4,071.9 square feet, which cannot accommodate development. Therefore, developable acres is reduced to 0.286413 acres.	0.286413
30010	0.932491	0.932491	32.682641	B3101, L5	The identified area is located on a property that does not have existing public street frontage. Said property contains the Borough of Caldwell's Sewage Treatment Plan and ground mounted solar panels. The identified area is located immediately north of the solar panels. Additionally, a 150-foot wetlands buffer encompasses a majority of the area, while a 150-foot Riparian buffer encroaches from two tributaries of the Passaic River to the northeast and northwest. Steep slopes are also present along the southern area boundary. Due to these factors, the identified area is not developable.	0
30011	0.107452	0.107452	32.682641	B2301, L24		0.107452
30012	0.071986	0.071986	32.682641	B2301, L25	The identified area is irregularly shaped. The southern two-thirds of the area measures 100 feet deep and 18.2 feet to 38.7 feet wide. The northern third measures 54.5 feet deep and 2.7 feet to 22.3 feet wide. The area totals 3,135.1 square feet. The size and shape of the area cannot accommodate development. Due to these factors, the identified area is not developable.	0
30013	0.454223	0.454223	32.682641	B102, L7	The identified area is irregularly shaped due to the surrounding steep slopes. The area measures 286.3 feet by 22.8 feet (north) to 120 feet (south). However, portions of the area are less than 40 feet wide and cannot accommodate development. This includes a 554.5 square foot "leg" at the south end of the area and "legs" of 1,562 square feet and 366.7 square feet extending from the northern area boundary. Additionally, the area contains 0.016624 acres of steep slopes. Due to these factors, developable acres is reduced to 0.380593 acres.	0.380593

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Township of West Caldwell: DCA Land Capacity Factor Analysis						
DCA ObjectID	Weighted Acres	Vacant Acres*	Municipal Total	Block(s) / Lot(s)	Findings/Comments	Adjusted Developable Acres
30014	0.577592	0.577592	32.682641	B102, L7	The identified area is irregularly shaped due to the surrounding steep slopes. There are three main sections of the identified area, an eastern section, a central section, and a western section. The eastern section, located along Mountain Avenue measures 145.9 feet wide and 45 to 74.2 feet deep and totals 9,254.2 square feet. The middle section is connected to the eastern section by a 12.7-foot to 30.5 foot-wide connection. The middle section measures 139.8 feet wide by 28.3 feet to 78.1 feet wide and totals 7,737.3 square feet. Finally, the western section is connected to the middle section through a 22.5-foot-wide pinch point. The western section measures 160 feet by 40 feet and totals 8,162.6 square feet. However, the identified area has "legs" that are less than 40 feet wide and cannot accommodate development. This includes a 115.3 square foot leg in the southwest corner of the eastern section, a 1,016.7 square foot leg in the southwest corner of the middle section, and a 1,794.9 square foot "n"-shaped leg at the north end of the western section. Due to these factors, developable acres is reduced to 0.5104 acres.	0.5104
30015	1.574892	1.574892	32.682641	B102, L7	The identified area is irregularly shaped due to the surrounding steep slopes. The area is located to the west of ID 30014 and north of ID 30013. The middle of the area contains steep slopes totaling 0.137423 acres. Additionally, the southern "leg" of the area is only 12.2 to 40.5 feet wide, which cannot accommodate development. A second "leg' is located at the northern point of the area and is only 10 to 27.9 feet wide. These "legs" total 4,765.3 square feet. Due to these factors, developable acres is reduced to 1.328073 acres.	1.328073
30016	1.493965	1.493965	32.682641	B102, L7	The identified area is irregularly shaped due to the surrounding steep slopes. The eastern section along Mountain Avenue measures 168.6 feet wide by 31.1 to 51.8 feet deep. This section cannot accommodate development due to its depth. The western section is connected to the eastern section by a 26.3-foot-wide strip. However, the western section contains a water tower, associated utility equipment, and an access driveway. Therefore, the western section cannot accommodate development. Steep slopes are also scattered in the western half of the area. Due to these factors, the identified area is not developable.	0
30017	0.070461	0.070461	32.682641	B2000, L1	The identified area measures 72.4 feet by 53.1 feet. The area totals 3,068 acres. The size and shape of the area cannot accommodate development. Additionally, the entire area is within a 150-foot wetlands buffer. Due to these factors, the identified area is not developable.	0
30018	0.096592	0.096592	32.682641	B2203, L33	The identified area measured 181.8 feet deep by 8.9 feet to 29.8 feet wide. The area totals 4,206.7 square feet. The shape and size of the area cannot accommodate development. Therefore, the identified area is not developable.	0
30019	2.391904	2.391904	32.682641	B2000, L1	The identified area is irregularly shaped and is 677.8 feet long, measured from northeast to southwest. Area width varies from 32.1 feet (southwest) to 486.9 feet wide (northeast). A portion of the area is also located between adjacent Lots 1.07 and 1.08 where the width is less than 25 feet. Wetlands to the north, south, and west are identified as a habitat for the Northern Myotis, Little Brown Myotis, a State Endangered Species, Bobcat, Barred Owl, and Long-eared Owl. The 150-foot wetlands buffer encompasses a majority of the area. Steep slopes are also present in the northern half of the area. Finally, a 150-foot Riparian buffer encompasses the southern tip of the area. These environmental features total 2.218556 acres. The remaining 0.173348 acres is contained in four sections. The southernmost section is located between Lots 1.07 and 1.08 and totals 1,948.8 square feet, the southern central section is trapezoidal and totals 1,067.5 square feet, the northern central section is triangular and totals 4,485 square feet, and the northernmost section is irregular and totals 68.1 square feet. The shape and size of each of the four remaining sections cannot accommodate development. Due to these factors, the identified area is not developable.	0
30020	0.067508	0.067508	32.682641	B2203, L3	The identified area is triangular with a base of 134.5 feet and height of 35.9 feet. The area totals 2,940.1 square feet. The shape and size of the area cannot accommodate development. Therefore, the identified area is not developable.	0

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Township of West Caldwell: DCA Land Capacity Factor Analysis						
DCA ObjectID	Weighted Acres	Vacant Acres*	Municipal Total	Block(s) / Lot(s)	Findings/Comments	Adjusted Developable Acres
30021	0.529182	0.529182	32.682641	B2000, L1	The identified area is irregularly shaped and is 494.2 feet long, measured from northeast to southwest. Area width varies from 5.8 feet (middle of area) to 92.1 feet (south). The shape of the area cannot accommodate development. Additionally, wetlands to the northwest and south are identified as a habitat for the Northern Myotis, Bobcat, Barred Owl, Little Brown Myotis, and Long-eared Owl. The 150-foot wetlands buffer encompasses the entire area. Additionally, a 150-foot Riparian buffer from a tributary of the Passaic River to the southeast encroaches the southeaster end of the area. Due to these factors, the identified area is not developable.	0
30022	0.059363	0.059363	32.682641	B803, L21	The identified area totals 2,585.4 square feet and is the rear yard of an existing developed lot. Therfore, the identified area is not developable.	0
30023	1.625379	1.625379	32.682641	B2101, L8, 9, 10, & 12		1.625379
30024	0.130889	0.130889	32.682641	B1813, L8		0.130889
30025	0.348713	0.348713	32.682641	B2000, L11 & 12		0.348713
30026	0.611711	0.611711	32.682641	B1903, L7	Wetlands to the east of the identified area are identified as a habitat for the Northern Myotis, Little Brown Myotis, Red-shouldered Hawk, a State Endangered species, Barred Owl, Bobcat, and Long-eared Owl. Additionally, a tributary of the Passaic River to the southeast and north of the area flows through the wetlands. These environmental features total 0.530124 square feet. The remaining 0.081587 acres (3,533.2 square fee) measures 82.1 feet by 62.4 feet at a maximum. The size and shape of the remaining area cannot accommodate development. Due to these factors, the identified area is not developable.	0
30027	0.63526	0.63526	32.682641	B1903, L5 (now L4.01)	The identified area is located on a property that was part of a Preliminary and Final Major Subdivision and Site Plan approval to redevelop Lots 1, 2, 3, 4, 5, and 6 in Block 1903. On November 14, 2022, the Planning Board memorialize a Resolution approving Sunrise Realty, LLC's application to merge the six lots and subsequently subdivide the area into two lots and create a new public right-of-way. The approved development on Lot 4.01 includes a new ShopRite supermarket, parking area, and associated improvements. The identified area is within the vicinity of the approved building and rear parking and loading area. NearMap aerial imagery from October 12, 2024 shows construction of the supermarket has commenced. Therefore, the identified area is not developable.	0
30028	0.135725	0.135725	32.682641	B1903, L6 (now L6.01)	The identified area is located on a property that was part of a Preliminary and Final Major Subdivision and Site Plan approval to redevelop Lots 1, 2, 3, 4, 5, and 6 in Block 1903. On November 14, 2022, the Planning Board memorialize a Resolution approving Sunrise Realty, LLC's application to merge the six lots and subsequently subdivide the area into two lots and create a new public right-of-way. The identified area appears to be on what is now Lot 6.01 along the approved public right-of-way. The approval did not include any development on Lot 6.01. However, the triangular area measures 75 feet wide in the south, which tapers to zero feet in the north. The length of the area, measured from north to south is 114.5 feet. The shape of the area cannot accommodate development. Additionally, the entire area is within a 150-foot wetlands buffer from the wetlands to the west, which are identified as a habitat for the Northern Myotis, Little Brown Myotis, Bobcat, Barred Owl, and Long-eared Owl. Due to these factors, the identified area is not developable.	0

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Township of West Caldwell: DCA Land Capacity Factor Analysis						
DCA ObjectID	Weighted Acres	Vacant Acres*	Municipal Total	Block(s) / Lot(s)	Findings/Comments	Adjusted Developable Acres
30029	0.633842	0.633842	32.682641	B1903, L6 (now L4.01)	The identified area is located on a property that was part of a Preliminary and Final Major Subdivision and Site Plan approval to redevelop Lots 1, 2, 3, 4, 5, and 6 in Block 1903. On November 1, 2022, the Planning Board approved Sunrise Realty, LLC's application to merge Lots 2 through 5 and subsequently subdivide the area into two lots and create a new public right-of-way. The approved development on Lot 4.01 includes a new ShopRite supermarket and associated improvements. The identified area is within the vicinity of the approved building and parking area. NearMap aerial imagery from October 12, 2024 shows construction of the supermarket has commenced. Therefore, the identified area is not developable.	
30030	0.171774	0.171774	32.682641	B901, L20	The identified area contains 397.5 square feet of steep slopes along the eastern boundary. Therefore, developable acres is reduced to 0.162649 acres.	0.162649
30031	6.881448	6.881448	32.682641	B1700, L10 & 16	The identified area is located on properties that do not have public street frontage. Additionally, a 150-foot buffer from wetlands to the south and west , which are identified as a habitat for the Northern Myotis, Little Brown Myotis, Bobcat, Barred Owl, and Long-eared Owl, encroaches into the identified area. Due to these factors, the identified area is not developable.	0
30032	1.636922	1.636922	32.682641	B1502, L1		1.636922
30033	0.470133	0.470133	32.682641	B1700, L11	The identified area is located on a property that does not have public street frontage. Additionally, a 150-foot wetlands buffer from wetlands surrounding the property encompass the entire area. A 150-foot Riparian buffer from a tributary of the Passaic River to the east encroaches into the southeast corner of the area. Due to these factors, the identified area is not developable.	0
30034	0.317346	0.317346	32.682641	B901, L22	The identified area is located on a property that does not have public street frontage. Therefore, the identified area is not developable.	0
30035	0.076354	0.076354	32.682641	B901, L15	The width of this "L" shaped area varies from 5.5 feet to 36.1 feet. Said area totals 3,325.3 square feet. The size and shape of the area cannot accommodate development. Additionally, a 50-foot Riparian buffer from a tributary of the Deepavaal Brook encompasses the western end of the area. Furthermore, the area is the rear yard of an existing developed lot (Township's pumping station). Due to these factors, the identified area is not developable.	0
30036	1.301238	1.301238	32.682641	B901, L3 & 15	The identified area is irregularly shaped with a wide triangular area to the east and a "Y"-shaped area to the west. A tributary of the Deepavaal Brook flows through the eastern half of the area and the associated 50-foot Riparian buffer encompasses the eastern quarter of the area. Steep slopes are also present in the eastern quarter of the area. These environmental features encompass 0.48108 acres. The remaining "Y"-shaped area is 57.5 feet wide in the southern "leg" and 45 feet wide in the western "leg" (portion on Lot 3). The width of the remaining area cannot accommodate development. Additionally, the area is the rear yard of an existing developed lot (Township's pumping station). Due to these factors, the identified area cannot be developed.	0
30037	0.149389	0.149389	32.682641	B901, L15	The identified area is the access drive to the Township's pumping station. The identified area is not developable.	0
30038	0.10164	0.10164	32.682641	B603, L28.13	This triangular area has a base of 171.2 feet and height of 67 feet. However, the eastern half of the area is only 2.2 feet to 15.8 feet wide. The remaining 3,869.8 square feet cannot be developed due to its size and shape. Therefore, the identified area is not developable.	0
30039	1.911275	1.911275	32.682641	B1600, L1, 2, & 3	Steep slopes are present along the area's Bloomfield Avenue frontage and along the eastern border. Additionally, a 50-foot Riparian buffer from an adjacent water body encompasses the northwest corner of the area. These environmental features total 0.217586 acres. Therefore, developable acres is reduced to 1.693689 acres.	1.693689
30040	0.079435	0.079435	32.682641	B1201, L21	The identified area is located on a property that does not have public street frontage. Additionally, the diamond-shaped area totals 3,459.5 square feet and measures a maximum of 124.1 feet by 51.4 feet. The size and shape of the area cannot accommodate development. Due to these factors, the identified area is not developable.	0

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Township of West Caldwell: DCA Land Capacity Factor Analysis						
DCA ObjectID	Weighted Acres	Vacant Acres*	Municipal Total	Block(s) / Lot(s)	Findings/Comments	Adjusted Developable Acres
30041	0.18675	0.18675	32.682641	B1201, L21	The identified area is located on a property that does not have public street frontage. The area measures 180 feet long by 63.1 feet wide. Area width tapers to 16.3 feet in the south. Additionally, a 50-foot buffer from a tributary of the Deepavaal Brook encroaches into the area from the north and steep slopes are present in the north and south of the area. These environmental features total 0.03153 acres. Due to these factors, the identified area cannot accommodate development.	0
30042	0.600305	0.600305	32.682641	B1201, L21	The identified area is located on a property that does not have public street frontage. Therefore, the identified area is not developable.	0
30043	0.582018	0.582018	32.682641	B1201, L2	The identified area measures 251.5 feet along Passaic Avenue and is 115.8 feet deep. However, a tributary of the Deepavaal Brook is located to the north and east of the area. The Brook flows through an area identified as a habitat for the Bobcat, which requires a 150-foot Riparian buffer along the Brook and all upstream waters within 1 mile of the habitat. The 150-foot Riparian buffer encompasses the northern half of the area. The remaining measures 106 feet along Passaic Avenue and 73.8 feet to 92.5 feet deep and totals 9,318.9 square feet. Therefore, developable acres is reduced to 0.213933 acres.	0.213933
30044	0.535529	0.535529	32.682641	B1300, L11	A tributary of the Deepavaal Brook is located to the northeast of the area. A 150-foot Riparian buffer is required due to the tributary being within 1 mile upstream from an area identified as a habitat for the Bobcat. The 150-foot Riparian buffer encompasses 0.188363 acres of the northeast corner of the area. Therefore, developable acres is reduced to 0.347166 acres.	0.347166
30045	0.058683	0.058683	32.682641	B1300, L11	The identified area is a small strip along Lot 11's Fairfield Avenue frontage. Depth of the area varies from 2.4 feet to 30.1 feet. The size and shape of the area cannot accommodate development. Due to these factors, the identified area is not developable.	0
Total	**32.682642**	**32.682642**				**9.204301**

* The DCA GIS attribute table labels this column as "vacant acres", not developable acres.

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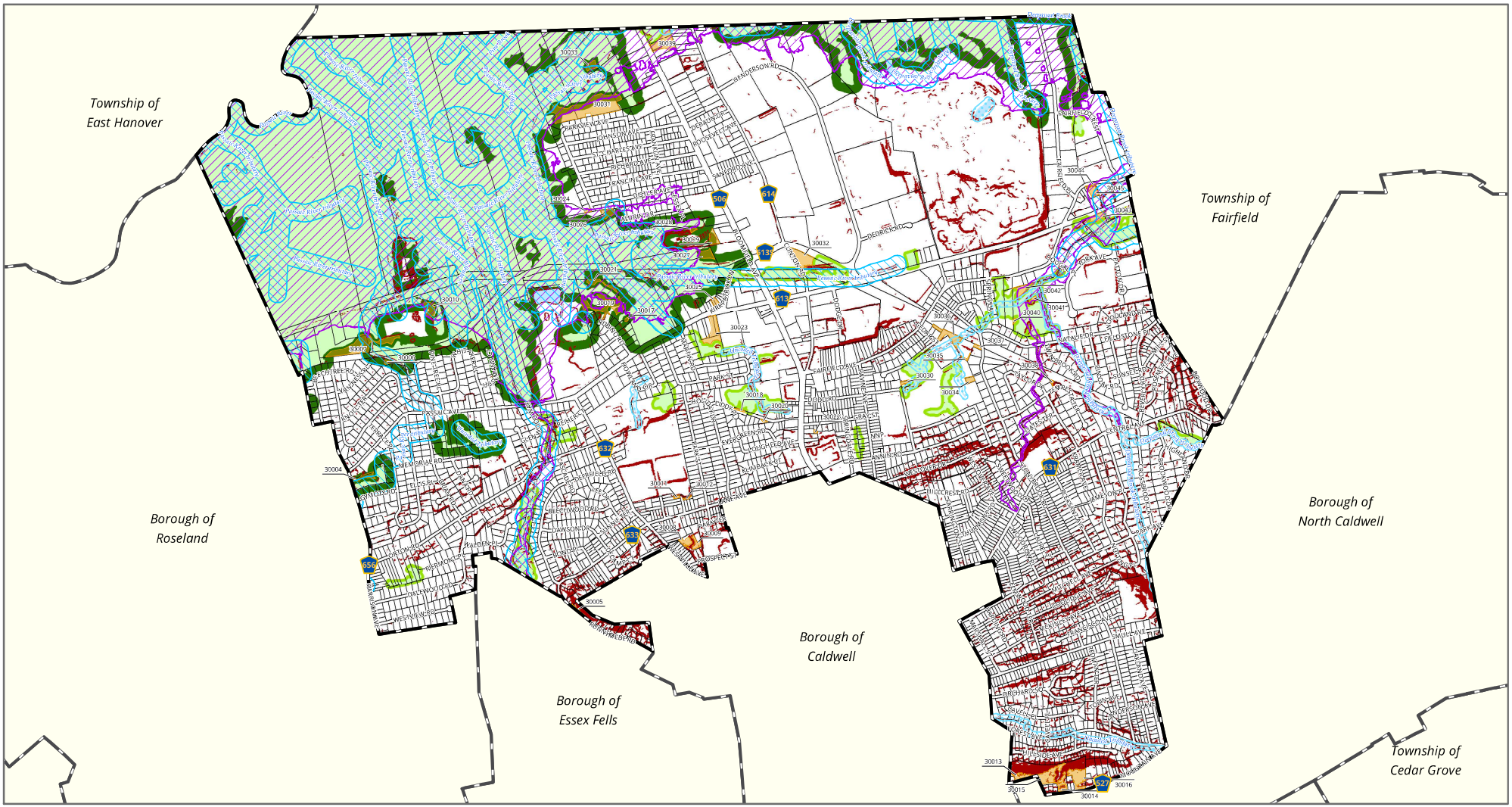
Exhibit B



ENVIRONMENTAL CONSTRAINTS WITH NJDCA LAND CAPACITY ANALYSIS RESULTS

TOWNSHIP OF WEST CALDWELL

ESSEX COUNTY, NEW JERSEY

January 15, 2025

WCT015B

Legend

- Municipal Boundary
- Parcels
- NJDCA Land Capacity Analysis Results
- Water Bodies
- Non C-1 Streams
- 50-ft Riparian Zone
- 150-ft Riparian Zone
- Wetlands
- 50-ft Wetlands Buffer
- 150-ft Wetlands Buffer
- FEMA Special Flood Hazard Area
- Areas with slopes 15% or greater

0 1,600 3,200

1 inch = 1,600 Feet

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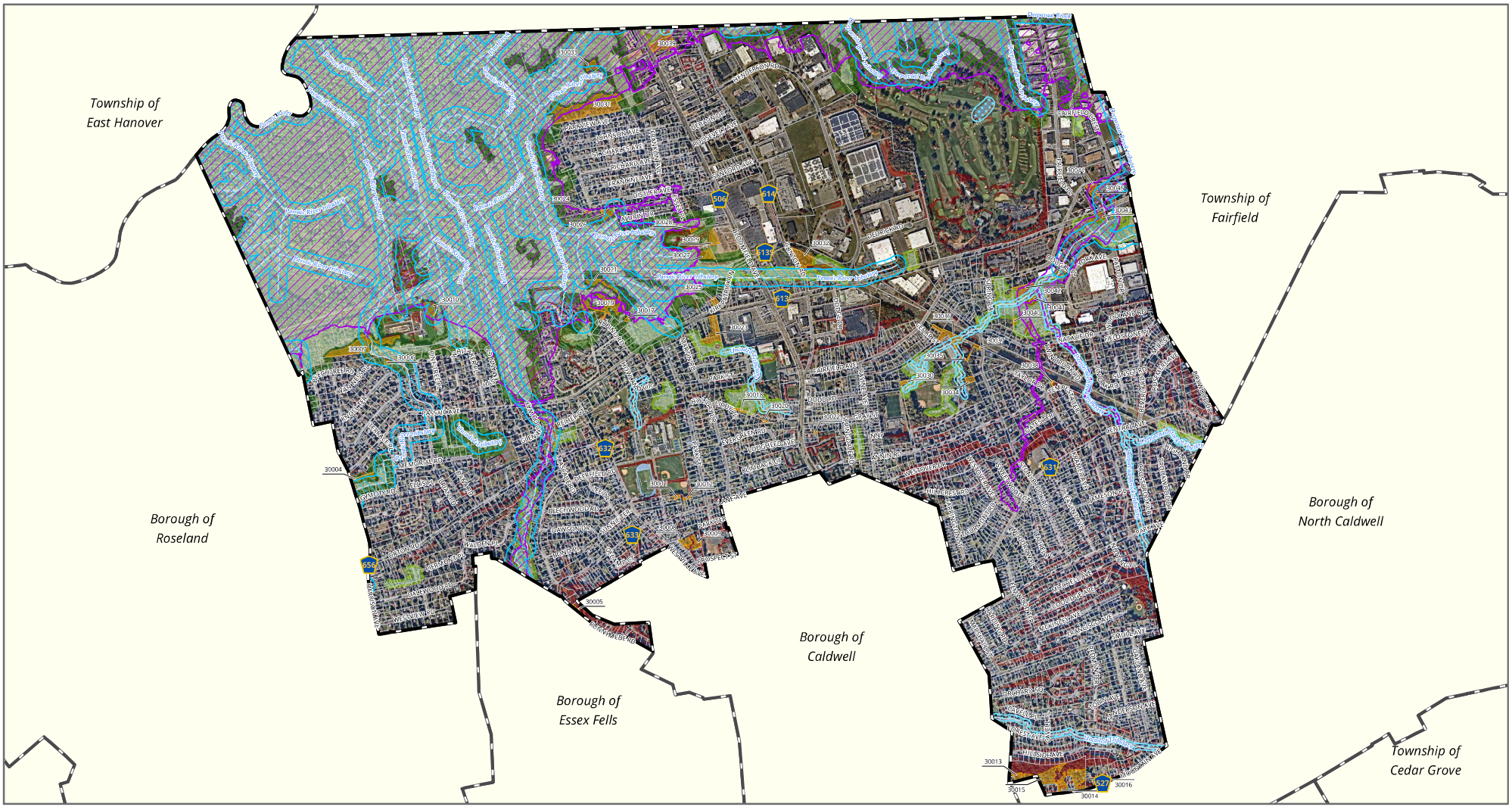
Exhibit C



ENVIRONMENTAL CONSTRAINTS WITH NJDCA LAND CAPACITY ANALYSIS RESULTS

TOWNSHIP OF WEST CALDWELL

ESSEX COUNTY, NEW JERSEY

January 15, 2025
WCT015B

Legend

- Municipal Boundary
- Parcels
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- Water Bodies
- Non C-1 Streams
- 50-ft Riparian Zone
- 150-ft Riparian Zone
- Wetlands
- 50-ft Wetlands Buffer
- 150-ft Wetlands Buffer
- FEMA Special Flood Hazard Area
- Areas with slopes 15% or greater

0 1,600 3,200

1 inch = 1,600 Feet

Colliers Engineering & Design

ESX-L-000601-25 01/23/2025 10:25:09 AM Pg 1 of 1 Trans ID: LCV2025168997

Appendix F | Decision and Order Fixing Municipal Obligations for “Present Need” and “Prospective Need” for the Fourth Round Housing Cycle

FILED

April 7, 2025

Hon. Aldo J. Russo, J.S.C.

The Hon. Aldo J. Russo, J.S.C.
Superior Court of New Jersey
Law Division – Civil Part
Essex County
Historic Courthouse
470 Dr. Martin Luther King Jr. Blvd.
Chambers/Courtroom 410
Newark, New Jersey 07102

PREPARED BY THE COURT:

IN THE MATTER OF THE DECLARATORY JUDGMENT ACTION OF THE TOWNSHIP OF WEST CALDWELL, ESSEX COUNTY PURSUANT TO P.L. 2024, CHAPTER 2 (N.J.S.A. 52:27D-304.1, et seq.), Petitioner.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION – CIVIL PART ESSEX COUNTY DOCKET NO. ESX-L-000601-25 Civil Action *Mt. Laurel Program* **DECISION AND ORDER FIXING MUNICIPAL OBLIGATIONS FOR "PRESENT NEED" AND "PROSPECTIVE NEED" FOR THE FOURTH ROUND HOUSING CYCLE**

THIS MATTER, having come before the Court on referral from and recommendation issued by the Affordable Housing Dispute Resolution Program ("Program"), pursuant to the Complaint for Declaratory Judgment filed on January 22, 2025 ("DJ Complaint") by the Petitioner, **TOWNSHIP OF VERONA** ("Petitioner" or "Municipality"), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* (collectively, the "FHA"), and in accordance with Section II.A of Administrative Directive

#14-24 ("Directive #14-24") of the "Program", seeking a certification of compliance with the FHA;

AND IT APPEARING that, the Municipality timely adopted Resolution 25-067 on January 21, 2025, seeking deviation from the "present need" and "prospective need" calculations allocated to it by the New Jersey Department of Community Affairs ("DCA") in its report dated October 18, 2024 entitled *Affordable Housing Obligations for 2025-2035 (Fourth Round)* (the "DCA's Fourth Round Report"), and based on the Municipality planners' recommendation for 4 affordable housing units for "present need" and 242 units for a "prospective need" affordable housing obligation for the Fourth Round housing cycle;

AND IT APPEARING that, a challenge to the Municipality's calculations was timely filed by the New Jersey Builders Association ("NJBA" or "Challenger") by and through its counsel, wherein NJBA disputed the Municipality's proposed obligation for prospective need, and supported DCA's present and prospective need obligations, with an expert report of J. Creigh Rahenkamp;

AND IT APPEARING that, pursuant to the Program, the Administrative Office of the Courts ("AOC") appointed and assigned the case to Program member, the Hon. Julio L. Mendz, J.S.C. (Ret.) ("Program Member") to manage the proceedings, host settlement conferences, and make recommendations to the Court in accordance with the FHA and the AOC's Directive #14-24 ("Directive #14-24"), and that the Program Member appointed Mary Beth Lonergan, an independent affordable housing expert, as special adjudicator ("Special Adjudicator") in this case to work with, make recommendations to and assist the Program;

AND IT APPEARING that, on March 25, 2025, a settlement conference was conducted on notice to all parties with the participation of local officials, town planner, and attorneys for the

Municipality and an attorney for the NJBA, and at which the parties engaged in extensive settlement negotiations, with the guidance and assistance of the Program Member and the Special Adjudicator;

AND IT APPEARING, that as a result of the settlement conference the Municipality and NJBA reached a resolution ("Settlement"); the Settlement was placed on the record on March 25, 2025; and that the parties committed to circulating a settlement agreement and uploading it to eCourts, with counsel for the Municipality further agreeing to present the Settlement to the governing body of the Township of West Caldwell for approval, with resolution confirming same to be uploaded to eCourts;

AND THE COURT, having received the Program Member's report dated March 25, 2025, since posted to the eCourts jacket for this matter at Trans. ID: LCV20251007507, the findings, terms, and recommendations of which are incorporated by reference as though more fully set forth herein (the "Report" and the "Agreement");

AND THE COURT, having been advised that (i) the Special Adjudicator has recommended acceptance of the Settlement, (ii) the Program Member has recommended acceptance of the Settlement as reasonable and in furtherance of the interests of low- and moderate-income households in the Municipality (collectively, the "Recommendations"), and that (iii) the Program Member further recommends that the Court adopt the findings and recommendations set forth in the Report and enter an Order, *forthwith*, implementing the terms of Settlement and thereby fix the "present need" and "prospective need" obligations of the Municipality for the Fourth Round housing cycle;

AND THE COURT, having reviewed and considered the Program Member's Report and Recommendations, having been satisfied that an arm's length Settlement was reached and entered

into by and between the parties that is fair and equitable as well as in the best interests of the protected class of low- and moderate-income households in the Municipality, and for good and sufficient cause having otherwise been shown:

IT IS, THEREFORE, on and as of this **7th** day of **APRIL 2025 ADJUDGED AND ORDERED**, that the Program Member's Report and Recommendations for approval of the Settlement, be, and the same hereby **ACCEPTED** and **ADOPTED** in their entirety; and to that end, more specifically, it is further

ORDERED, as follows:

1. That the "present need" obligation of the Municipality, be, and hereby is fixed as **four (4)** affordable units for the Fourth Round housing cycle.

2. That the "prospective need" obligation of the Municipality, be, and hereby is fixed as **two hundred sixty one (261)** affordable units for the Fourth Round Housing cycle; and

3. That the Petitioner is hereby authorized to proceed to the compliance phase with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the "present need" and "prospective need" allocations aforesaid (and which plan shall include the elements set forth in the "Addendum" attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay; and

4. That any and all "challenges" to the Petitioner's Housing Element and Fair Share Plan as adopted by Paragraph 3 above must be filed by August 31, 2025, by way of Answer/Objection filed in the eCourts case jacket for this matter, and as provided for and in accordance with Section III.B of AOC Directive #14-24

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on the Petitioner, Petitioner's counsel, and Challenger NJBA's counsel upon its posting by the Court to the eCourts case jacket for this matter pursuant to R. 1:5-1(a) and R. 1:32-2A.

SO ORDERED:

HON. ALDO J. RUSSO, J.S.C.
Designated Mt. Laurel Judge – Essex Vicinage

(X) Challenged.

R. 1:7-4(a): Having reviewed and considered the Program Member's Report and Recommendations as well as the terms of Settlement placed on the record by the parties before the Program Member on March 27, 2025, the Court is satisfied that an arm's length Settlement was reached and entered into by and between the parties, and that the terms of the Settlement attained are fair and equitable as well as in the best interests of the protected class of low- and moderate-income households in the Municipality. This Settlement disposes of all challenges filed.

Accordingly, the Court hereby adopts in full the Report and Recommendations of the Program Member and accepts the same for the detailed findings and reasons set forth therein. As a result, the Municipality retains all the protections of the above-referenced amendments to the FHA, continues to retain immunity from exclusionary zoning litigation, and that the Program retains jurisdiction for the compliance phase in accordance with the statutory framework and AOC Directive #14-24.

An appropriate form of Order implementing the Program Member's Report and Recommendations accompanies this statement of reasons.

SO ORDERED.

Appendix G | May 2021 Water and August 2021 Utility Memoranda

400 Valley Road
Suite 304
Mt. Arlington New Jersey 07856
Main: 973 810 5968

Colliers
Engineering
& Design

Memorandum

To: Darlene Green, PP, AICP

From: Ralph J. Tango, Jr., PE, PP, CME

Date: May 12, 2021

Subject: Potable Water Summary

Project No.: WCT-001F

The Township of West Caldwell derives the supply of potable water from a number of varied sources. The municipality supplies users from Township owned and operated wells. There are also connections to other potable water purveyors; these outside sources include an agreement with Passaic Valley Water Commission to furnish water through an interconnection into municipal water distribution system.

There are also two system interconnections with New Jersey American Water Company (NJAW) although West Caldwell does not currently draw water from this purveyor. However, the infrastructure is currently in place to permit the supply of water from NJAW.

Finally, the municipality has an additional interconnection with a neighboring community, the Township of North Caldwell. North Caldwell is tied directly to the West Caldwell distribution system and provides water on a daily basis.

Subsequently, these multiple purveyors provide varied water sources to supply the daily demand for current and future needs.

R:\Projects\WCT\WCT-001F\Correspondence\MEMO\210512_rjt_dg_Potable Water Supply_WCT001F.docx

400 Valley Road
Suite 304
Mt. Arlington New Jersey 07856
Main: 877 627 3772

August 2, 2021

Michael J. Edwards, Esq.
Surenian, Edwards & Nolan, LLC
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742

Re: **Affordable Housing Plan**
West Caldwell, Essex County, NJ
Colliers Engineering & Design Project No. WCT001F

Dear Mr. Edwards,

This correspondence addresses the potable water and sanitary sewer capacities to serve the future RDP sites and Unmet Need Sites. Each utility is summarized as follows:

1. **Sanitary Sewer**

The future RDP sites include the Durkin, Mercedes, Pio Costa, and 75 Clinton Road properties, as noted within the attached Table. The first three (3) properties noted above could convey sewage to Two Bridges Sewer Authority by connection to the Township of Fairfield sanitary sewer collection system. Each site can connect to the Fairfield system by way of gravity sewer or force main/pump station.

The Township of West Caldwell has an Interlocal Services Agreement with the Township of Fairfield/Two Bridges Sewerage Authority providing for 75,000-gallons of sewer capacity. At this time, none of the aforesaid 75,000-gallons has been allocated to any user or property.

The remaining 75 Clinton Road parcel is significantly distant from the Fairfield Sewer System so a connection to the West Caldwell sewer system (Caldwell Treatment Plant) is more practical.

Unmet Need Sites are comprised of the Caldwell Nursery, 909 Bloomfield Avenue Shopping Center, and Golf Course Overlay properties. As a result, of the parcel locations, the Nursery and Shopping Center would discharge to the West Caldwell collection system (Caldwell Treatment Plant). It should be noted that the 909 Bloomfield Avenue parcel is considered a conditional use and not a new site within the plan.

The Golf Course, due to the proximity of the site to the Fairfield municipal boundary, would flow to Two Bridges Sewerage Authority.

The estimated daily sewage generation volumes noted in the attached table, are based upon approximate unit counts and an adjusted daily sewage volume of 250-gallons per day to account for some potential number of three-bedroom units. As a result of these projected volumes, and unknown future land development potential, it is not practical to assess the West Caldwell

Colliers Engineering & Design

sewerage flow capacities within the collection system. Additionally, the methods and procedures associated with an evaluation required for a sewer system of this size, would be extremely costly.

Finally, regarding the issue of inflow/infiltration within the sewer collection systems, the Township of West Caldwell has not experienced any major issues, nor has the municipality needed to take any corrective measures.

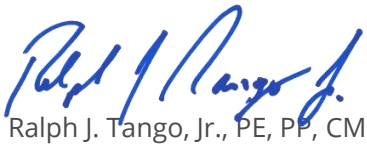
2. Potable Water Supply

The Township of West Caldwell has a number of water system interconnections with other purveyors. These interconnections include Passaic Valley Water Commission, New Jersey American Water Company, the Township of North Caldwell and the Borough of Essex Fells. Subsequently, West Caldwell can furnish potable water to support future development.

If you have any questions, please contact us.

Sincerely,

Colliers Engineering & Design, Inc.
(DBA Maser Consulting)



Ralph J. Tango, Jr., PE, PP, CME
Township Engineer – Senior Principal

RJT/lb

Attachments

cc: Paul Jemas, Esq., Municipal Attorney (pjemasesq@aol.com)
Darlene Green, PP, AICP, Planner (darlene.green@colliersengineering.com)

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EXISTING SEWER ESTIMATES RDP SITES							
Name	Block	Lot	Address	Unit / SF	GPD / Unit or SF*	Total Estimated GPD	Annual Estimated Gallons
Durkin	1700	8	1120 Bloomfield Avenue	54200	0.1	5420	1,978,300.00
Mercedes	1600	11, 12, 22	1089-1091 Bloomfield Avenue	3	250	750	273,750.00
Pio Costa	1700	2	1200 Bloomfield Avenue	0	0	0	0
75 Clinton Road	1502	1	75 Clinton Road	0	0	0	0
			TOTAL			6170	2,252,050.00

UNMET NEED SITES							
Name	Block	Lot	Address	Unit / SF	GPD / Unit or SF*	Total Estimated GPD	Annual Estimated Gallons
Caldwell Nursery	2802	14.01	246 Passaic Avenue	1	300	300	109,500.00
909 Bloomfield Ave shopping center	Varies	Varies	Varies	190000	0.1	19000	6,935,000.00
Golf Course Overlay	1402/1500	15/7	713 Passaic Avenue	N/A	N/A	12400	4,526,000.00
			TOTAL			31700	11,570,500.00

*Based on N.J.A.C. 7:23 Treatment Works

EXISTING WATER ESTIMATES RDP SITES							
Name	Block	Lot	Address	Unit / SF	GPD / Unit or SF*	Total Estimated GPD Needed	Annual Estimated Gallons
Durkin	1700	8	1120 Bloomfield Avenue	54200	0.125	6775	2,472,875.00
Mercedes	1600	11, 12, 22	1089-1091 Bloomfield Avenue	3	300	900	328,500.00
Pio Costa	1700	2	1200 Bloomfield Avenue	0	0	0	0
75 Clinton Road	1502	1	75 Clinton Road	0	0	0	0
			TOTAL			7675	2,801,375.00

UNMET NEED SITES							
Name	Block	Lot	Address	Unit / SF	GPD / Unit or SF*	Total Estimated GPD Needed	Annual Estimated Gallons
Caldwell Nursery	2802	14.01	246 Passaic Avenue	1	0	0	0
909 Bloomfield Ave shopping center	Varies	Varies	Varies	190000	0.125	23750	8,668,750.00
Golf Course Overlay	1402/1500	15/7	713 Passaic Avenue	N/A	N/A	0	0
			TOTAL			23750	8,668,750.00

*Based on N.J.A.C. 7:10 Safe Drinking Water Act Rules

SEWER ESTIMATES FUTURE RDP SITES												
Name	Block	Lot	Address	Total Unit Yield	GPD / Unit*	Total GPD	Net Required GPD	Annual Gallons	Estimated Current Sewer Usage (Annual Gallons)	Net Required Annual Gallons Needed	Existing Sewer Entity	Proposed Sewer Entitiy
Durkin	1700	8	1120 Bloomfield Avenue	142	250	35,500	30,080	12,957,500.00	1,978,300.00	10,979,200.00	Caldwell Sewer	Two Bridges
Mercedes	1600	11, 12, 22	1089-1091 Bloomfield Avenue	36	250	9,000	8,250	3,285,000.00	273,750.00	3,011,250.00	Caldwell Sewer	Two Bridges
Pio Costa	1700	2	1200 Bloomfield Avenue	40	250	10,000	10,000	3,650,000.00	0	3,650,000.00	Caldwell Sewer	Two Bridges
75 Clinton Road	1502	1	75 Clinton Road	25	250	6,250	6,250	2,281,250.00	0	2,281,250.00	Caldwell Sewer	Caldwell Sewer
			TOTAL	243		60,750	54,580	22,173,750.00		19,921,700.00		

UNMET NEED SITES												
Name	Block	Lot	Address	Total Unit Yield	GPD / Unit*	Total GPD	Net Required GPD	Annual Gallons	Estimated Current Sewer Usage (Annual Gallons)	Net Required Annual Gallons Needed	Existing Sewer Entity	Proposed Sewer Entitiy
Caldwell Nursery	2802	14.01	246 Passaic Avenue	21	250	5,250	4,950	1,916,250.00	109,500.00	1,806,750.00	Caldwell Sewer	Caldwell Sewer
909 Bloomfield Ave shopping center	Varies	Varies	Varies	250	250	62,500	43,500	22,812,500.00	6,935,000.00	15,877,500.00	Caldwell Sewer	Caldwell Sewer
Golf Course Overlay	1402/1500	15/7	713 Passaic Avenue	1248	250	312,000	299,600	113,880,000.00	4,526,000.00	109,354,000.00	Caldwell Sewer	Two Bridges
			TOTAL	1519		379,750	348,050	138,608,750.00		127,038,250.00		

*Assumes 2 bedrooms

WATER ESTIMATES FUTURE RDP SITES								
Name	Block	Lot	Address	Total Unit Yield	GPD / Unit*	Total GPD Needed	Annual Gallons	Estimated Current Water Usage (Annual Gallons)	Net Required GPD Needed (Annual Gallons)
Durkin	1700	8	1120 Bloomfield Avenue	142	150	21300	7,774,500.00	2,472,875.00	5,301,625.00
Mercedes	1600	11, 12, 22	1089-1091 Bloomfield Avenue	36	150	5400	1,971,000.00	328,500.00	1,642,500.00
Pio Costa	1700	2	1200 Bloomfield Avenue	40	150	6000	2,190,000.00	0	2,190,000.00
75 Clinton Road	1502	1	75 Clinton Road	25	150	3750	1,368,750.00	0	1,368,750.00
			TOTAL	243		36450	13,304,250.00		10,502,875.00

UNMET NEED SITES									
Name	Block	Lot	Address	Total Unit Yield	GPD / Unit*	Total GPD	Annual Gallons	Estimated Current Water Usage (Annual Gallons)	Net Required GPD Needed (Annual Gallons)
Caldwell Nursery	2802	14.01	246 Passaic Avenue	21	150	3150	1,149,750.00	0	1,149,750.00
909 Bloomfield Ave shopping center	Varies	Varies	Varies	250	150	37500	13,687,500.00	8,668,750.00	5,018,750.00
Golf Course Overlay	1402/1500	15/7	713 Passaic Avenue	1248	150	187200	68,328,000.00	0	68,328,000.00
			TOTAL	1519		227850	83,165,250.00		74,496,500.00

*Assumes 2 bedrooms

PLEASE NOTE THERE ARE WELLS ON SITE AT THE NURSERY AND GOLF COURSE THAT COULD BE REPURPOSED FOR FUTURE USE FOR DEVELOPMENTS

Appendix H | April 2021 and August 2021 Letters from Fairfield Township

TOWNSHIP OF FAIRFIELD
230 FAIRFIELD ROAD, FAIRFIELD, NJ 07004
PHONE: 973-882-2700 DEPT. EXT. 2500
FAX: 973-882-1079

JAMES GASPARINI
MAYOR

ADMINISTRATION

April 22, 2021

Mayor Joseph Tempesta
30 Clinton Road
West Caldwell, NJ 07006

RECEIVED
APR 26 2021
CLERK
WEST CALDWELL, NJ

Dear Joe,

Pursuant to your conversation with Mayor Gasparini regarding the availability of sewer capacity, I have found a document which would make our providing you that sewer capacity much easier. Attached you will find an interlocal agreement from the 1980's. After speaking with my Township Engineer we have determined that your short term, most immediate goal of approximately 75,000 gallons per day is doable without compromising our needs, and moving forward I feel after speaking to Mr. Bongiovanni we will be able to secure more compacity.

Should you have any questions, don't hesitate to contact me.

Sincerely,

Joseph Catenaro

JC/mjp

Joseph Catenaro
Administrator

Attachment(s)

THIS AGREEMENT made and dated as of the 13th day of August, 1986,

BETWEEN: THE PEQUANNOCK, LINCOLN PARK AND FAIRFIELD SEWERAGE AUTHORITY, (hereinafter referred to as the "Authority"), a public body corporate and politic of the State of New Jersey;

AND: THE TOWNSHIP OF FAIRFIELD, (hereinafter referred to as "Fairfield"), a municipal corporation of the State of New Jersey, situate in the County of Essex.

WITNESSETH:

WHEREAS, the Authority and its Participants have entered into an Agreement dated May 20, 1982, which establishes principals and procedures governing provision for Authority service from outside the District and delivery to the Authority's system through a Participant's lines or collection systems; and

WHEREAS, the Authority and Fairfield have entered into an Agreement with the Township of West Caldwell for the delivery of sewage to the Authority's system through Fairfield's lines and collection systems, as required by the said Agreement of May 20, 1982, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Authority and Fairfield have come to an agreement as to the allocation of the payment and revenues to be paid by the Township of West Caldwell pursuant to the aforesaid Agreement, and by this Agreement intend to memorialize said agreement of allocation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto do mutually covenant, promise and agree as follows:

1. All payments and revenues made by the Township of West Caldwell for the treatment of sewage by the Authority as delivered to the Authority through Fairfield's lines or collection systems, in accordance with the Agreement between the Authority and Fairfield and the Township of West Caldwell dated July 1ST, 1986, shall be allocated exclusively to Fairfield. It is the intention that all payments and revenues derived from the aforesaid contract shall inure to the exclusive benefit of Fairfield.

2. The Authority waives the requirement of direct payment in accordance with Section 101.1 of the May 20, 1982 Agreement as amended, provided, and on the condition, that Fairfield is not in default in the making of a payment to the Authority for a period of 45 days after its due date. In such event, the Authority shall have the right to direct bill West Caldwell in accordance with the contract with West Caldwell.

3. In the event that the Authority does direct bill West Caldwell, any revenues and payments received from West Caldwell shall be credited against Fairfield's Annual Charge due to the Authority, less any actual cost of the Authority in direct billing and collecting from West Caldwell.

IN WITNESS WHEREOF, the Authority and the Township of Fairfield have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers therein duly authorized and this Agreement to be dated as

of the day and year first above written.

ATTEST:

PEQUANNOCK, LINCOLN PARK AND FAIRFIELD SEWERAGE AUTHORITY

CORNELIUS J. BOSTON, Secretary

By: CHARLES G. BURNS, Chairman

ATTEST:

TOWNSHIP OF FAIRFIELD

JANET LEMLEY, Township Clerk

By: THEODORE J. NALESNIK, Mayor

THIS AGREEMENT, made and dated as of the 1st day of July, 1986,

AMONG: THE PEQUANNOCK, LINCOLN PARK AND FAIRFIELD SEWERAGE AUTHORITY, a public body corporate and politic of the State of New Jersey, (hereinafter referred to as the "Authority");

AND: THE TOWNSHIP OF FAIRFIELD, a municipal corporation of the State of New Jersey, situated in the County of Essex, (hereinafter referred to as "Fairfield");

AND: THE TOWNSHIP OF WEST CALDWELL, a municipal corporation of the State of New Jersey, situated in the County of Essex, (hereinafter referred to as "West Caldwell").

WITNESSETH:

WHEREAS, pursuant to the Sewerage Authorities Law, constituting Chapter 138 of the Pamphlet Laws of 1946, the Authority was created by virtue of parallel ordinances duly adopted in the single calendar year 1970 by the respective governing bodies of the Township of Pequannock, in the County of Morris (hereinafter referred to as the "Township of Pequannock"), and the Borough of Lincoln Park, in the County of Morris (hereinafter referred to as the "Borough of Lincoln Park") and the Borough of Fairfield, in the County of Essex (hereinafter referred to as the "Township of Fairfield"), and is a public body politic and corporate of the State of New Jersey organized and existing under said Law, constituting a political subdivision of the State established as an instrumentality exercising public and essential governmental functions to provide for the public health and welfare, with all necessary and proper powers to acquire, construct, maintain, operate and use sanitation facilities for the relief of waters in, bordering or entering its District from pollution or threatened pollution and for improvement of conditions affecting the public health; and

WHEREAS, Fairfield and West Caldwell have entered into an agreement dated the 10th day of December, 1979, providing for the transmission and treatment of sewage originating in West Cadlwell which provides that Fairfield would transmit sewage up to 30,000 gallons per day based on a monthly average; and

WHEREAS, West Caldwell requires additional capacity in its system and has requested that Fairfield increase the amount of sewage that it will accept from 30,000 gallons per day to 100,000 gallons per day based on a monthly average; and

WHEPEAS, the Authority is operating a sewage disposal plant and West Caldwell is operating a sewer system and desires to have the sewage from said system discharged into the system of the Township of Fairfield and transmitted for treatment by the Authority at its plant; and

WHEREAS, West Caldwell is not a member of the Authority, but by entering into this contract Fairfield, a Participant municipality, intends to utilize the system of the Township of Fairfield for transmission of its sewage; and

WHEREAS, the Authority is agreeable to treat the sewage of West Caldwell as part of Fairfield's Allocation Capacity, subject to certain terms and conditions relating to terms for the fixing of fees for treatment of the sewage and other related matters; and

WHEREAS, it is mutually convenient and beneficial to all parties to enter into this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the others, the parties hereto, each binding itself,

its successors and assigns, do mutually covenant, promise and agree as follows:

SECTION 1. GENERAL SCOPE OF THE CONTRACT.

1.1. West Caldwell agrees to deliver its sewage at no cost to the Authority through Fairfield's system to the Authority's system and plant in Lincoln Park. The sewage waste shall be the product of normal sewage of domestic quality, all to meet Authority standards, and shall not be detrimental to the Authority's system and treatment plant. Fairfield agrees to receive into its system for transmission up to 100,000 gallons of sewage per day based on a monthly average. The Authority will accept from Fairfield the sewage from West Caldwell for treatment, subject to the limitations as set forth in Section 2 and West Caldwell will pay for the treatment of said sewage in the amount and manner set forth hereinafter.

1.2. West Caldwell agrees that at all times throughout the term of this Contract, the Authority and Fairfield shall have the right to inspect all facilities related to the sewage being discharged into the Authority's system.

1.3. West Caldwell shall construct, operate, maintain, alter, improve, renew and replace all facilities necessary for the connection into the Fairfield Sewerage System of its sewer system, or part thereof. It shall provide adequate metering systems, pumping stations, manholes, pipes, etc., at its sole expense and shall hold the Authority and Fairfield harmless from any costs of connection into the Fairfield Sewerage System.

1.4. West Caldwell shall not construct, alter, improve or replace any facility connected to the Fairfield system without prior written notification to the Authority and to Fairfield, and with the Authority and Fairfield having the right to inspect all plans and facilities.

1.5. Under no circumstances shall West Caldwell discharge sewage resulting from industrial waste into the systems of either the Authority or Fairfield.

SECTION 2. TREATMENT OF THE MUNICIPALITY'S SEWAGE AND SERVICE CHARGES TO BE LEVIED THEREFORE.

2.1. The Authority agrees to accept, treat and dispose of West Caldwell's sewage during the period covered by this contract up to an amount of 100,000 gallons per day, based on a monthly average.

2.2. The sewage to be transmitted by West Caldwell shall be exclusively raw sewage of domestic quality.

2.3. West Caldwell agrees to be bound by all applicable Ordinances and Regulations of Fairfield relating to sewage and waste and all of the Rules and Regulations of the Pequannock, Lincoln Park and Fairfield Sewerage Authority relating to the use of its systems, and as may be hereafter amended from time to time.

2.4. West Caldwell shall not discharge into the Authority's system any wastes which violate the Authority's Rules and Regulations or which in the opinion of the Authority are capable of damaging the Authority's system or plant or cause operational or maintenance problems.

2.5. In consideration for the treatment and disposal of sewage

by the Authority, West Caldwell agrees to pay the following charges to the Authority.

A. West Caldwell, for the reservation of the aforesaid 100,000 gallons per day of capacity at the Pequannock, Lincoln Park and Fairfield Sewerage Authority Plant agrees to pay an annual Debt Service Charge in accordance with the following schedule:

Beginning in 1986:	$ 6,250.00
Beginning in 1987:	12,500.00
Beginning in 1988 and every year thereafter	25,000.00.

B. West Caldwell further agrees to pay annual User and Administrative Charges to be computed in the following manner:

Fairfield, based on its estimated average daily flow, is obligated to pay to the aforesaid Pequannock, Lincoln Park and Fairfield Sewerage Authority an annual charge called User and Administrative Charges. West Caldwell, as a contributor to Fairfield's flow, agrees to pay a pro-rata share of those charges which will be computed by multiplying Fairfield's annual User and Administrative Charges by a fraction, the numerator of which shall be the total estimated daily flow from West Caldwell for the year in question, and the denominator of which shall be the total estimated daily flow of Fairfield for the year in question. At the end of each year, an adjustment will be made based on the actual flows received, but in no case shall the payment be less than it would be for 20,000 gallons per day of flow from West Caldwell.

For the basis of this computation, the Fairfield User and Administrative Charges shall be defined as the charges owed by Fairfield to the Pequannock, Lincoln Park and Fairfield Sewerage Authority, exclusive of the credit that Fairfield receives from the aforesaid Authority from revenues derived by the Authority from the processing of foreign sludge, septage, interest earned or refunds of any surplus or construction fund balances.

C. West Caldwell agrees to pay, in addition to the charges set forth in Paragraphs A and B, an additional amount equal to 10% of the User and Administrative Chargess payable to Fairfield as computed in Paragraph B, which is reimbursement to Fairfield for conveyance of sewage.

2.6. All payments shall be based on the actual meter readings of water used, as measured at each of the individual buildings which are connected to the Fairfield sewerage system. The Authority and Fairfield shall have the right to review water meter readings of those buildings connected to the system. West Caldwell agrees to pay no less than the minimum annual charges provided for in Paragraph 2.5.

2.7. It is expressly understood and agreed that West Caldwell shall be responsible for the payment of all charges due under this Agreement and that the Authority is not obligated to bill or collect from any individual user in West Caldwell any payments due hereunder. The Authority, however, waives no rights or remedies it may have against individual users on the occasion of nonpayment by West Caldwell.

2.8. The Authority agrees that all payments due from West Caldwell under the terms of this Agreement shall be paid directly to Fairfield unless the Authority notifies West Caldwell that Fairfield is in default of making its payments, and thereafter, and until further notice, West Caldwell shall make all payments directly to the Authority.

SECTION 3. PAYMENT AND TERM OF AGREEMENT.

3.1. The aforesaid charges will be computed, due and payable quarterly on April 1, July 1, October 1 and December 31st.

3.2. West Caldwell will in each fiscal year make all budgetary and other provisions or appropriations necessary to provide for or authorize the payment to the Authority and/or Fairfield during such fiscal year of the annual payments due hereunder.

3.3. If West Caldwell defaults in any of its obligations on the terms of this Agreement, the Authority and/or Fairfield may terminate the services provided hereunder forthwith, provided that such termination shall in no way relieve it from the obligations to pay any outstanding charges then due and owing or to become due and owing.

3.4. It is expressly understood and agreed that West Caldwell is solely a contract customer of the Authority and Fairfield and shall acquire by this contract no ownership, capital, property rights, capacity rights or equity in the system or plant of the Authority whatsoever, express or implied, nor shall West Caldwell acquire by said contract any rights, express or implied, to participate in any way in the operation or the administration of the Authority, or participate in any capacity in any agreements or proceedings concerning the acquisition, sale, lease

or any other disposition of the Authority's property, including but not limited to participation in eminent domain proceedings.

3.5. This Agreement shall continue for a period of forty (40) years from the date hereof and thereafter shall continue until terminated or modified by the parties hereto. This Agreement may be terminated at any time after the initial forty year term upon two years' notice, in writing, by any party to the other, of its intention to terminate.

SECTION 4. MAINTENANCE AND REPAIR.

4.1. West Caldwell agrees to be responsible for, and to pay the cost of, any replacement, corrections or repairs of any part of the Authority or the Fairfield Sewerage System including pipes, pumps, manholes, or the like, which are damaged as the result of West Caldwell's violation of any regulations of Fairfield or the Rules and Regulations of the Pequannock, Lincoln Park and Fairfield Sewerage Authority.

4.2. The Authority and Fairfield agree to use ordinary care in the maintenance of their facilities and systems and West Caldwell agrees to hold the Authority and Fairfield harmless from any actions in law or equity, or otherwise by users in the Township of West Caldwell for the failure to accept sewage for any reason beyond the direct control of the Authority or Fairfield.

SECTION 5. ENFORCEMENT.

5.1. If West Caldwell violates any of the terms of this Agreement, including but not limited to the flow and waste limitations set forth in Section 2, the Authority and/or Fairfield may terminate the services

provided hereunder forthwith and refuse to accept the sewage into its system provided that such termination shall in no way relieve the obligations to pay any outstanding charges then due and owing or to become due and owing, or constitute a waiver of any of the rights to enforce this Agreement by the Authority or Fairfield.

5.2. In the event any waste discharged by West Caldwell to the system of the Authority or Fairfield does not meet the requirements of Section 2 and causes damage to the Authority plant or system or unusual maintenance or operating costs to the Authority or Fairfield, West Caldwell shall reimburse the Authority or Fairfield in full for such additional costs incurred. Non-payment of any costs assessed shall constitute a default of this Agreement.

SECTION 6. COVENANT BY AUTHORITY.

The Authority shall use reasonable diligence and care to provide treatment services at its sewage disposal plant for the use of West Caldwell. The Authority shall not be liable for any failure to provide the services which are the subject of this Agreement, or for any interruption, or loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of the Authority.

SECTION 7. INDEMNIFICATION.

West Caldwell agrees to indemnify and save the Authority and/or Fairfield harmless from all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had brought or recovered by reason of injury for and including death resulting therefrom, to any person whomsoever, arising out of the making of this

Agreement, but limited solely to any claim or occurrence rising out of or relating to West Caldwell's use of the Authority's sewage disposal plant and sewage disposal capacity. This Agreement and this indemnification shall be insured by West Caldwell's Comprehensive General Liability Policy and the Authority and Fairfield shall also be designated as additional named insureds on such policy. West Caldwell shall provide a certificate of such insurance to the Authority and Fairfield.

SECTION 8. INSURANCE.

West Caldwell shall at its own cost and expense take out and maintain for the life of the contract, and shall cause its agents and contractors to obtain and maintain for the life of their contracts, all statutory insurance such as Workman's Compensation, Bodily Injury Liability and Property Damage Liability Insurance and Automobile and Truck Bodily Injury Liability nd Property Damage Insurance, which shall be provided in not less than the following amounts:

A.	Injury or death to one person	$1,000,000.00
B.	Injury or death to more than one person or more than a single occurrence	$1,000,000.00
C.	Property damage	$1,000,000.00
D.	Property damage on account of occurrences	$1,000,000.00

West Caldwell also agrees to name the Authority and Fairfield as additional named assureds as respects the contract and a certificate of insurance covering these items shall be filed with the Executive Director of the Authority and the Clerk of Fairfield.

SECTION 9. ASSIGNMENT PROHIBITED.

No assignment or transfer of this agreement or resale of the

services provided hereunder shall be made without the express consent of the Authority in writing, and West Caldwell shall not permit any use or benefit to be made of this Agreement by any other parties.

SECTION 10.

The Authority reserves the right to its engineer and other duly appointed officials to decide all questions arising as to the proper performance of this Agreement.

SECTION 11.

West Caldwell shall be responsible for any sampling, testing, reporting or other requirements of the N.J.D.E.P. and the U.S.E.P.A. and for the cost thereof, regarding monitoring for waste quality parameters including heavy metals and toxic organic chemicals; copies of the analysis reports sent to N.J.D.E.P. and the U.S.E.P.A. for the above parameters, shall be filed with the Authority.

SECTION 12.

Nothing contained in this Agreement shall be construed as releasing or modifying the obligations of any provisions of the Agreement between the Authority and the Borough of Lincoln Park, in the County of Morris, and the Borough of Fairfield, in the County of Essex, dated as of January 17, 1975, and entitled "Service Contract Between the Pequannock, Lincoln Park and Fairfield Sewerage Authority and the Borough of Fairfield, in the County of Essex", as amended and supplemented, and the Agreement between the Authority and the Township of Pequannock, in the County of Morris, as amended and supplemented; nor shall anything contained in this Agreement be construed as any modifications to such Agreements which would adversely prejudice the rights

of the Bondholders or lessen the security for the payment of the Bonds or interest thereon.

IN WITNESS WHEREOF, the Authority, the Township of Fairfield and the Township of West Caldwell have caused their respective corporate seals to be hereunder affixed and attested and these presents to be signed by their respective officers thereunto duly authorized and this Agreement to be dated as of the day and year first above written.

ATTEST:

PEQUANNOCK, LINCOLN PARK AND FAIRFIELD SEWERAGE AUTHORITY

CORNELIUS J. BOSTON, Secretary

By: CHARLES G. BURNS, Chairman

ATTEST:

TOWNSHIP OF FAIRFIELD

JANET LEMLEY, Township Clerk

By: THEODORE J. NALESNIK, Mayor

ATTEST:

TOWNSHIP OF WEST CALDWELL

BENEDICT F. MARTORANA, Township Clerk

By: ROBERT L. REIHER, Mayor

THIS AGREEMENT

made and dated as of the 20th day of May , One Thousand Nine Hundred and Eighty- two.

BETWEEN

THE PEQUANNOCK, LINCOLN PARK and FAIRFIELD SEWERAGE AUTHORITY (hereinafter referred to as "Authority"), a public body politic and corporate of the State of New Jersey,

AND

THE BOROUGH OF LINCOLN PARK, IN THE COUNTY OF MORRIS, being a municipal corporation of the State of New Jersey, situate in the County of Morris, and THE TOWNSHIP OF FAIRFIELD, IN THE COUNTY OF ESSEX, a municipal corporation of the State of New Jersey, situate in the County of Essex, and THE TOWNSHIP OF PEQUANNOCK,IN THE COUNTY OF MORRIS, a municipal corporation of the State of New Jersey, situate in the County of Morris (each being hereinafter referred to as "Participant").

W I T N E S S E T H:

WHEREAS, the Authority has heretofore entered into a certain Agreement with THE BOROUGH OF LINCOLN PARK,IN THE COUNTY OF MORRIS, and THE TOWNSHIP OF FAIRFIELD, IN THE COUNTY OF ESSEX, dated as of January 17, 1975, and entitled: "Service Contract Between THE PEQUANNOCK, LINCOLN PARK AND FAIRFIELD SEWERAGE AUTHORITY, and THE BOROUGH OF LINCOLN PARK,IN THE COUNTY OF MORRIS, AND THE TOWNSHIP OF FAIRFIELD, IN THE COUNTY OF ESSEX", as amended and supplemented (hereinafter referred to as The Lincoln Park and Fairfield Agreement, (or The Service Agreement); and

WHEREAS, the Authority has heretofore entered into a certain agreement with THE TOWNSHIP OF PEQUANNOCK, IN THE COUNTY OF MORRIS, dated as of August 3, 1977, and entitled: "Service Contract Between THE PEQUANNOCK, LINCOLN PARK AND FAIRFIELD SEWERAGE AUTHORITY and THE TOWNSHIP OF PEQUANNOCK", as amended and supplemented (hereinafter referred to as The Pequannock Agreement, (or The Service Agreement); and

WHEREAS, the Authority and the Participants wish to establish certain covenants, principles and procedures governing provision for Authority service from outside the District and delivery to the Authority system through a Participant's lines or collection system; and

WHEREAS, the Authority and the Participants have each duly authorized their proper officials to enter into and execute this agreement;

NOW, THEREFORE, in consideration of the premises, of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the others, the parties hereto, each binding itself, its successors and assigns, do mutually, promise and agree as follows:

SECTION 101. The Authority and the Participants agree that the following covenants, principles and procedures shall govern provision for Authority service and treatment of sewage and other waste originating from outside the District and delivered to the Authority system through a Participant's lines or collection system, except to the extent that an enlargement or extension of the Authority system shall be required, and in such event, the provisions of SECTION 202 of the Service Agreement shall govern.

1. The Authority shall enter into a contract with the municipality outside the District (the Non-Participant), providing for direct payment of charges to the Authority and subjecting the Non-Participant to Authority rules and regulations. (The Non-District Contract).

2. If such Non-District Contract is initiated by a Participant proposing to transmit sewage or waste through its lines or collection system (Transferor Participant), the Authority shall be obligated to contract for the transmission and treatment of non-district sewage subject to the right of the Authority to reject such contract proposal based upon engineering standards and considerations, including a determination that the additional contracted flow exceeds treatment plant capacity..

3. The Authority shall provide in such Non-District Contract reasonable rates, charges, terms and conditions which shall not be less favorable to the Authority than the rates, charges, terms and conditions applicable to the Participants, subject to the right of the Authority to provide more favorable rates, charges, terms and conditions to the Non-Participant, provided that the written assent of all Participants is first given.

4. Notwithstanding the provisions of Paragraph 3 above, the Authority shall be obligated to contract for the transmission and treatment of Non-District Sewage at more favorable rates, charges, terms and conditions, for a non-renewable term not to exceed four (4) years,without the written assent of all Participants, provided that the Transferor Participant shall guarantee to the Authority the payment, and make such supplemental payment to the Authority as may be required, for the transmission and treatment of an equivalent quantity of sewerage or other waste at the same rates and charges and under the same terms and conditions theretofore applicable to the Transferor Participant.

5. (a) Non-District revenues shall be allocated among the Participants in a manner to be agreed upon between them, except that the Authority shall make proposals for such allocation in its annual budget or interim financial statements and such proposals shall be deemed accepted by all Participants unless notice in writing is given to the Authority and other Participants by an objecting Participant, and in such event, such revenues shall be allocated among the Participants in a manner to be agreed upon between them.

(b) Until the aggregate minimum guaranteed daily flow of 2.25 m.g.d (A/M/F) is achieved, the Non-District Contract shall result in a reduction of the Transferor Participant's guaranteed minimum flow equal to the flow received by the Authority from the Non-Participant and the operating charge attributable to such minimum flow. Additionally and apart from considerations of A/M/F, the Non-District Contract will effectuate a reduction in the Transferor Participant's treatment plant capacity reserved in Schedule C. of The Lincoln Park and Fairfield Agreement and Schedule B. of The Pequannock Agreement, which shall be equivalent to the maximum flow contracted by the Non-Participant, provided that such capacity shall revert to the Transferor Participant upon termination of the Non-District Contract.

6. Notwithstanding the provisions of Paragraphs 1 through 5 above, the Authority agrees to contract for the transmission and treatment of sewage and other wastes originating from the Borough of North Caldwell, but not exceeding 150,000 gpd, and from the Borough of West Caldwell,but not exceeding 50,000 gpd, providing for direct payment of charges to the Authority at rates and terms established in a certain Agreement, dated the 23rd day of July , 19 79 , in the case of North Caldwell, and a certain Agreement, dated the 10th day of December , 19 79 , in the case of West Caldwell, and subjecting such Non-Participants to Authority rules and regulations, and Fairfield agrees that its annual charge paid to the Authority shall not be diminished by virtue of such Agreement, except in a

sum equivalent to the revenues received by the Authority from the Borough of North Caldwell and the Borough of West Caldwell.

7. The Transferor Participant may separately and independently contract with the Non-Participant for the right to use the lines, local collection system and contracted capacity of such Transferor Participant based upon rates or charges and terms and conditions acceptable to the Transferor Participant and the Non-Participant.

8. The Authority and the Participants agree that in addition to the independent contractual rights of the Transferor Participant provided in Paragraph 7 above, such Transferor Participant shall have the full right and privilege to participate in all Authority Non-District Contract negotiations. Further, the Authority and the Participants agree that the Non-District Contract and the Contract between the Transferor Participant and the Non-Participant authorized by Paragraph 7 above, shall either be simultaneously negotiated and executed or otherwise integrated in a single contract document.

9. In the event the Authority shall contract for the provision for service to a non-participant body, person, partnership, firm or corporation other than any municipal corporation (CUSTOMER), pursuant to SECTION 601 of The Service Agreement, the Authority shall be obligated to first contract with the municipal corporation within which the CUSTOMER is situated, providing for the direct payment of charges to the Authority for service to the CUSTOMER, and otherwise subjecting such municipal corporation to Authority rules and regulations with respect to provision for service to the CUSTOMER.

10. Notwithstanding the provisions of Paragraphs 1 through 9 above, the Authority shall not

release or modify the obligations of the agreement between the Authority and the Borough of Lincoln Park, in the County of Morris, and the Borough of Fairfield, in the County of Essex, dated as of January 17, 1975, and entitled: "Service Contract Between the Pequannock, Lincoln Park and Fairfield Sewerage Authority and the Borough of Lincoln Park, in the County of Morris and the Borough of Fairfield, in the County of Essex", as amended and supplemented, and the agreement between the Authority and the Township of Pequannock, in the County of Morris, as amended and supplemented, nor shall the Authority agree to any modifications to such agreements which would adversely prejudice the rights of the Bondholders or lessen the security for the payments of the Bonds or interest thereon.

IN WITNESS WHEREOF, the Authority and the Participants have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers thereunto duly authorized and this Agreement to be dated as of the day and year first above written.

The foregoing Agreement is executed in a number of counterparts each of which is executed in the following form and by the following officers, respectively by the Authority and by the other parties to the Agreement:

ATTEST:

M. Bernice Arnold
M. Bernice Arnold

ATTEST:

KAY A. WITTMAN, CLERK

ATTEST:

Janet Lemley

ATTEST:

Elizabeth D. Eley

THE PEQUANNOCK,LINCOLN PARK and FAIRFIELD SEWERAGE AUTHORITY

By: Charles G. Burns
Charles G. Burns, Chairman

THE BOROUGH OF LINCOLN PARK,IN THE COUNTY OF MORRIS

By: Stephen J. Deeds
STEPHEN J. DEEDS, MAYOR

THE TOWNSHIP OF FAIRFIELD,IN THE COUNTY OF ESSEX

By: Theodore Nalesnik
Theodore Nalesnik, Mayor

THE TOWNSHIP OF PEQUANNOCK,IN THE COUNTY OF MORRIS

By: Henry C Koehler
Henry C. Koehler, Mayor

JAMES GASPARINI
MAYOR

TOWNSHIP OF FAIRFIELD
230 FAIRFIELD ROAD, FAIRFIELD, NJ 07004
PHONE: 973-882-2700 DEPT. EXT. 2500
FAX: 973-882-1079

ADMINISTRATION

August 2, 2021

Mayor Joseph Tempesta
30 Clinton Road
West Caldwell, NJ 07006

Dear Mayor Tempesta,

This letter shall confirm our previous discussions and letter dated April 22, 2021 in regards to the Township of Fairfield providing sewer capacity to the Township of West Caldwell.

Consistent with the previously executed agreement between both Township's regarding sewer capacity, the Township of Fairfield has the ability and will provide the Township of West Caldwell with 75,000 gallons per day without compromising the Township of Fairfield's ability to provide its constituents, both present and future, with the necessary required sewer capacity.

Should you have any questions regarding this matter, don't hesitate to contact me.

Sincerely,

Joseph Catenaro
Administrator

JC/mjp

cc: Mayor Gasparini & Council
Steve Bury, Engineer

Appendix I | 2022 Order Imposing Scare Resource Restraint

FAIR SHARE HOUSING CENTER

FILED

2:36 pm, Mar 15, 2022

Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David Rammler, Esq.
Joshua D. Bauers, Esq.
Rachel N. Lokken, Esq.
Ashley Lee, Esq.
Zoey Chenitz, Esq.

March 11, 2022

Via ecourts
Honorable Robert H. Gardner, J.S.C.
Superior Court of New Jersey
470 Dr. Martin Luther King, Jr. Boulevard
Chambers 404
Newark, New Jersey 07102

Re: In the Matter of the Application of the Borough of Caldwell,
Docket No. ESX-L-3999-16

Dear Judge Gardner:

Please accept this letter from Fair Share Housing Center (FSHC) in response to the Borough of Caldwell's March 8, 2022 edited Proposed Form of Order relating to FSHC's Scarce Resource Motion, which this Court granted on Friday, March 4, 2022 and the various objections that were submitted on behalf of Avalon Bay and the Township of West Caldwell.

In the objections submitted by West Caldwell and Avalon Bay they raise concerns about the language that has been inserted to modify Paragraph 4 of FSHC's Proposed Form of Order. These letters and the response received from the Caldwell make clear that there are factual unknowns, namely, relating to which development projects are covered under the proposed modification to Paragraph 4. While it is important to determine which projects are covered and which are not, FSHC submits that it is more important at this time for the court to enter the order to preserve the scarce resources and appoint a special master to oversee this process.

As discussed in detail in FSHC's brief and during argument, any party at any time can make a submission to the court or special master to seek relief from the order under the appropriate circumstances.

Thus, FSHC respectfully requests the court to enter the order without the language Caldwell has added to Paragraph 4, but retaining all the other changes, and to allow the special master to establish a process to determine which developments would be covered and which will not. The attached order incorporates all of Caldwell's proposed revisions except for the revisions to Paragraph 4 and FSHC urges the court to enter it as soon as possible.

Thank you for your attention to this matter.

Respectfully,

Joshua D. Bauers, Esq.
Attorney for Fair Share Housing Center

FAIR SHARE HOUSING CENTER
510 Park Boulevard
Cherry Hill, New Jersey 08002
P: 856-665-5444
F: 856-663-8182
Attorneys for Plaintiff
By: Joshua D. Bauers, Esq. 174532015

In the Matter of the Borough of Caldwell, Essex County, New Jersey.

SUPERIOR COURT
Law Division
Essex County

Docket No. ESX-L-3999-16

CIVIL ACTION

~~**Proposed**~~ **Order Imposing Scarce Resource Restraint, Requiring Submission of Sewer Capacity Analysis, and Appointing Special Master to Oversee Sewer Plan**

THIS MATTER having been opened to the Court by Fair Share Housing Center (hereinafter "FSHC") (Joshua D. Bauers, Esq. appearing), attorney for Defendant-Intervenor FSHC seeking an Order Imposing Scarce Resource Sewer Restraints, the Establishment of a Priority Schedule for the Available Sewer Capacity, and the Appointment of a Special Master to Oversee the Implementation of the Borough's Sewer Plan; and for the reasons set forth on the record; and for good cause shown;

IT IS, on this 14th day of March, 2022;

ORDERED that:

1. The Borough of Caldwell shall cease issuing sewer approvals at the Caldwell Wastewater Treatment Plant of any kind pursuant to the following terms;

2. The Borough, West Caldwell, Roseland, North Caldwell, Essex Fells, and Fairfield, their Planning Boards, Zoning Boards, and any other official bodies and persons, agents or employees thereof, may receive and process, hear and vote on applications for development approvals that are covered by this Order as provided under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

3. The Borough, West Caldwell, Roseland, North Caldwell, Essex Fells, and Fairfield, their Planning Boards, Zoning Boards, and any other official bodies and persons, agents or employees thereof, shall advise all applicants that any Board action or approval will not confer "vested rights" for allocation of sewer capacity in the Caldwell Sewerage Treatment Plant upon the applicant without the Court's review and approval. Only after an order has been entered releasing an application from the restraints imposed by this Order will an applicant acquire "vested rights" for sewer allocation of sewer capacity in the Caldwell Sewerage Treatment Plant. Notwithstanding the foregoing, any approval by a Board may be challenged or appealed as provided by law and this Order shall not be deemed to toll the time for such challenge.

4. The Borough and any agency of the Borough that is authorized to issue sewer service connection permits are hereby

restrained from issuing any new or expanded sewer service connection, subject to the waiver process set forth in Paragraph 6, below.

5. The Borough, West Caldwell, Roseland, North Caldwell, Essex Fells, and Fairfield, their Planning Boards, Zoning Boards, and any other official bodies and persons, agents or employees thereof, shall provide at least seven (7) days written notice to the Special Master, Fair Share Housing Center, Defendants, and all other interested parties, of any applications for development approvals that are covered by this Order, including votes involving the adoption of memorializing resolutions, within seven (7) days of such votes occurring.

6. Any party or person affected or potentially affected by the restraints imposed by this Court Order may apply, with notice to all parties and to the Special Master, for relief from this Order prior to or during the pendency of a development application. The form of application shall be a letter with appropriate supporting documentation. The Special Master shall render a decision within fifteen (15) business days of receipt of the aforesaid application. If the Special Master determines that relief from the restraints imposed herein is appropriate, she/he shall authorize the relief from the restraints in writing, with a copy to the Court and all parties, and the applicant may pursue an application for development approvals and the appropriate Board may consider and grant or deny development approvals, with vesting, in accordance with governing law. If the Special Master fails to timely decide or declines to authorize the

release, or any party or applicant objects to the decision within ten (10) days of the decision being made, the party seeking relief from the Order may move before the Court on notice to the Special Master and all interested parties for relief from the within restraints.

7. This order shall remain in full force and effect until the Borough of Caldwell satisfies its Third Round fair share obligations in their entirety and the Special Master confirms that the Caldwell Wastewater Treatment Plant has allocated sufficient capacity to the Borough of Roseland, Township of West Caldwell, Borough of North Caldwell, Borough of Essex Fells, and the Borough of Fairfield to address their Third Round Affordable Housing Obligations.

8. This Court shall appoint a ~~The Court hereby appoints _____ as~~ Special Master for Sewer to oversee the implementation of a sewer plan to ensure the limited capacity at the Caldwell Wastewater Treatment Plant is reserved and set-aside for the construction of affordable housing in the above-mentioned municipalities. The Special Master for Sewer shall have the following responsibilities and shall engage in the following process:

a. The Special Master shall review the court-approved Housing Element and Fair Share Plans for any municipality that utilizes the Caldwell Wastewater Treatment Plant to determine which sites, if any, have not been allocated sewer capacity;

b. Within 30 days of this Order the Special Master shall send correspondence to any property owner, contract purchaser,

or developer included in a HEFSP that has not yet been allocated sewer capacity inquiring as to the status of the development and readiness to proceed;

c. Within 60 days of this Order the Special Master shall establish a priority schedule for any unallocated sewer capacity and any future allocations of sewer capacity prioritizing developments based upon readiness to proceed to development and sites providing the greatest number of affordable housing units.

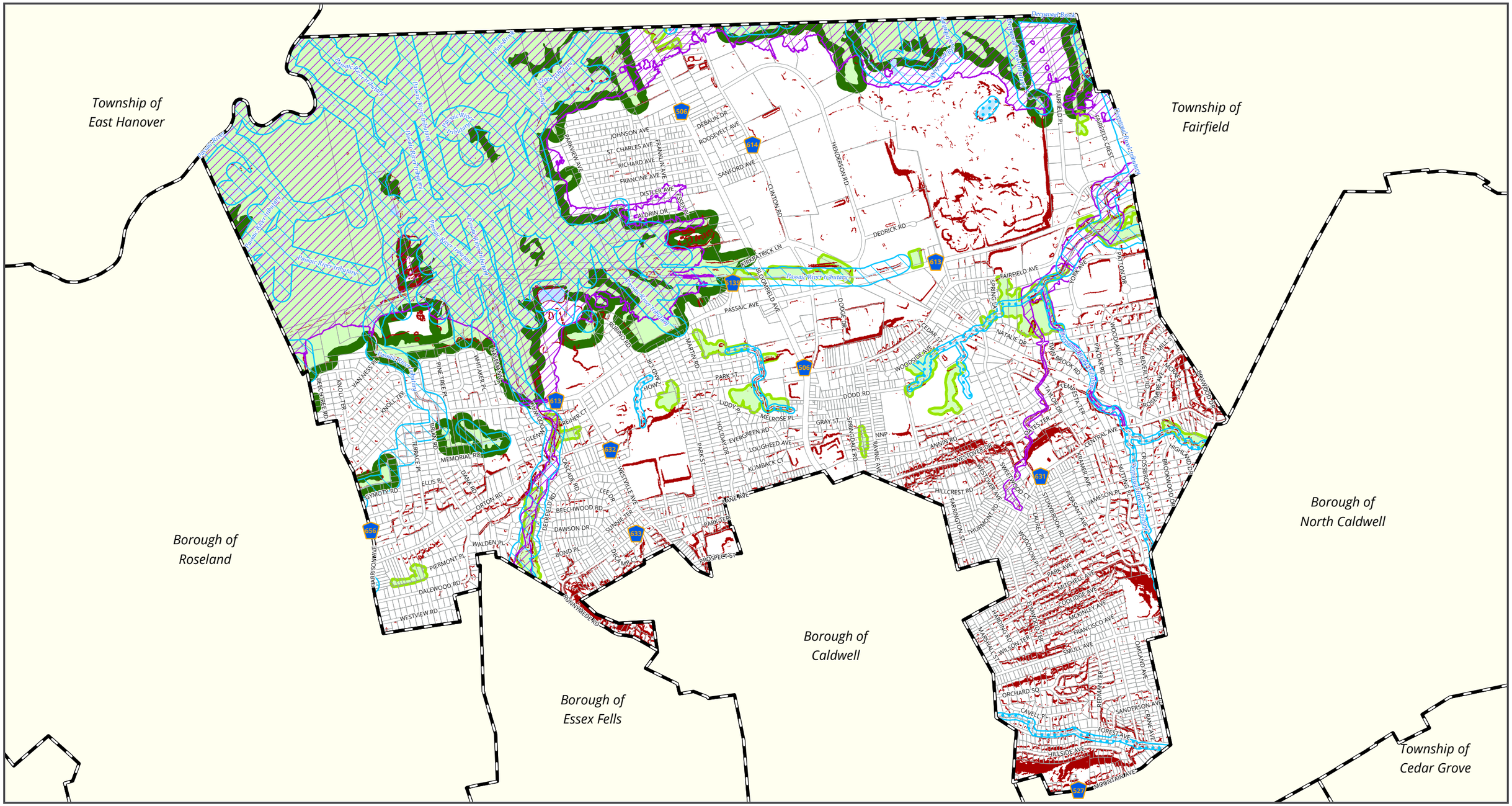
d. In the event there is insufficient capacity to allow all five municipalities to address their entire Third Round affordable housing obligations the Special Master shall within 90 days of this order present a report to the court on the process necessary to make additional capacity available at the Caldwell Wastewater Treatment Plant.

e. The Special Master shall provide the Court with an update regarding the negotiations of the draft sewer customer service contract by and between the Borough, West Caldwell, Roseland, North Caldwell, Essex Fells, and Fairfield every 30 days from the date of this Order.

FURTHER ORDERED that counsel for FSHC shall serve a copy of this Order on counsel within 7 days of the date hereof per the Rules of Court. ~~receipt hereof.~~

/S/Robert H. Gardner, J.S.C.
Hon. Robert H. Gardner, J.S.C.

Appendix J | Fourth Round Vacant Land Adjustment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Township of Fairfield
Borough of Roseland
Borough of Essex Fells
Borough of Caldwell
Borough of North Caldwell
Township of Cedar Grove
Passaic River
Passaic River Tributary
Passaic River Tributary 1
Passaic River Tributary 2
Passaic River Tributary 3
Passaic River Tributary 4
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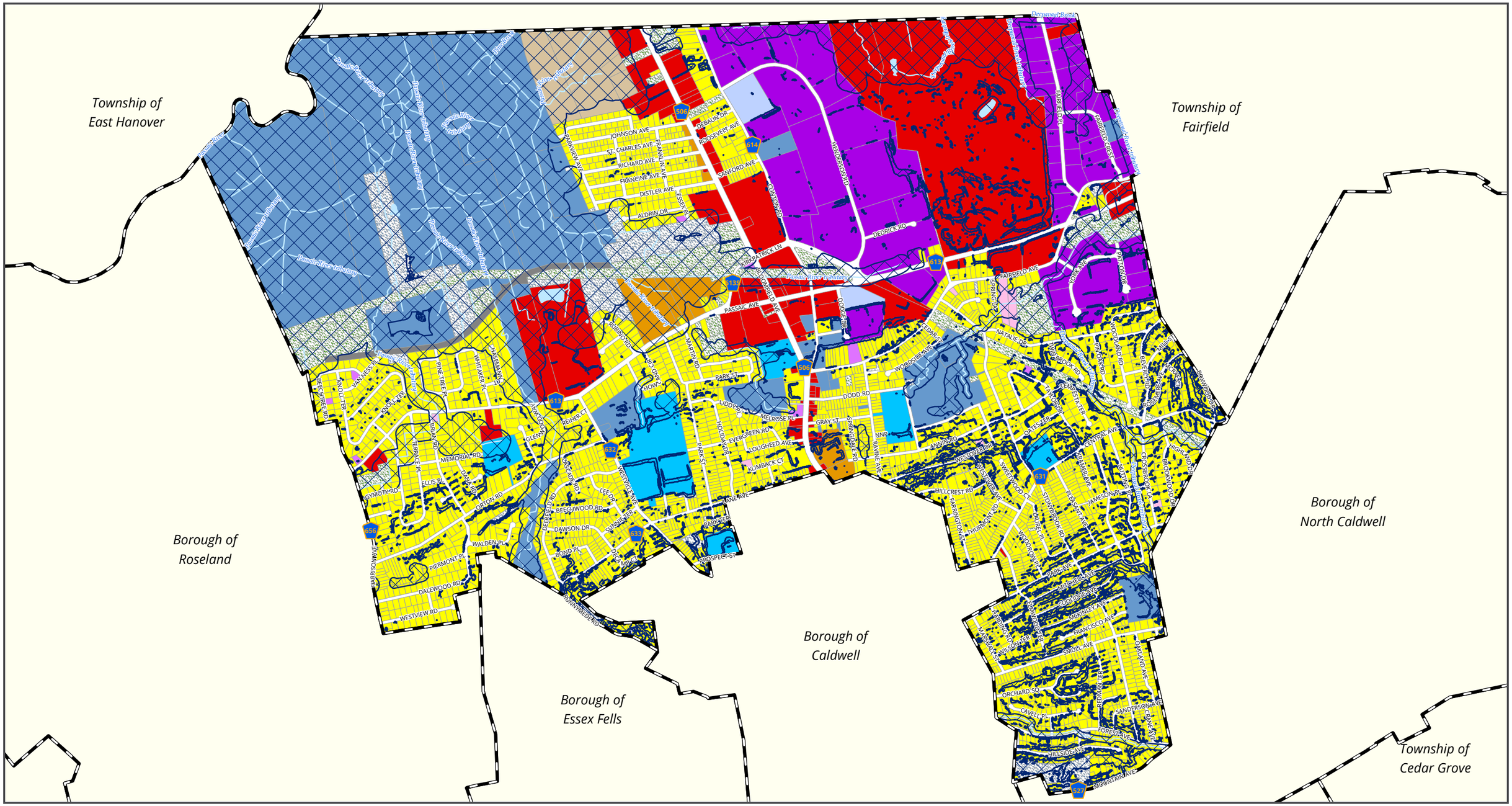
Passaic River Tributary 10
Passaic River Tributary


Township of
East Hanover
Township of
Fairfield
Borough of
Roseland
Borough of
Essex Fells
Borough of
Caldwell
Borough of
North Caldwell
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Cedar Grove
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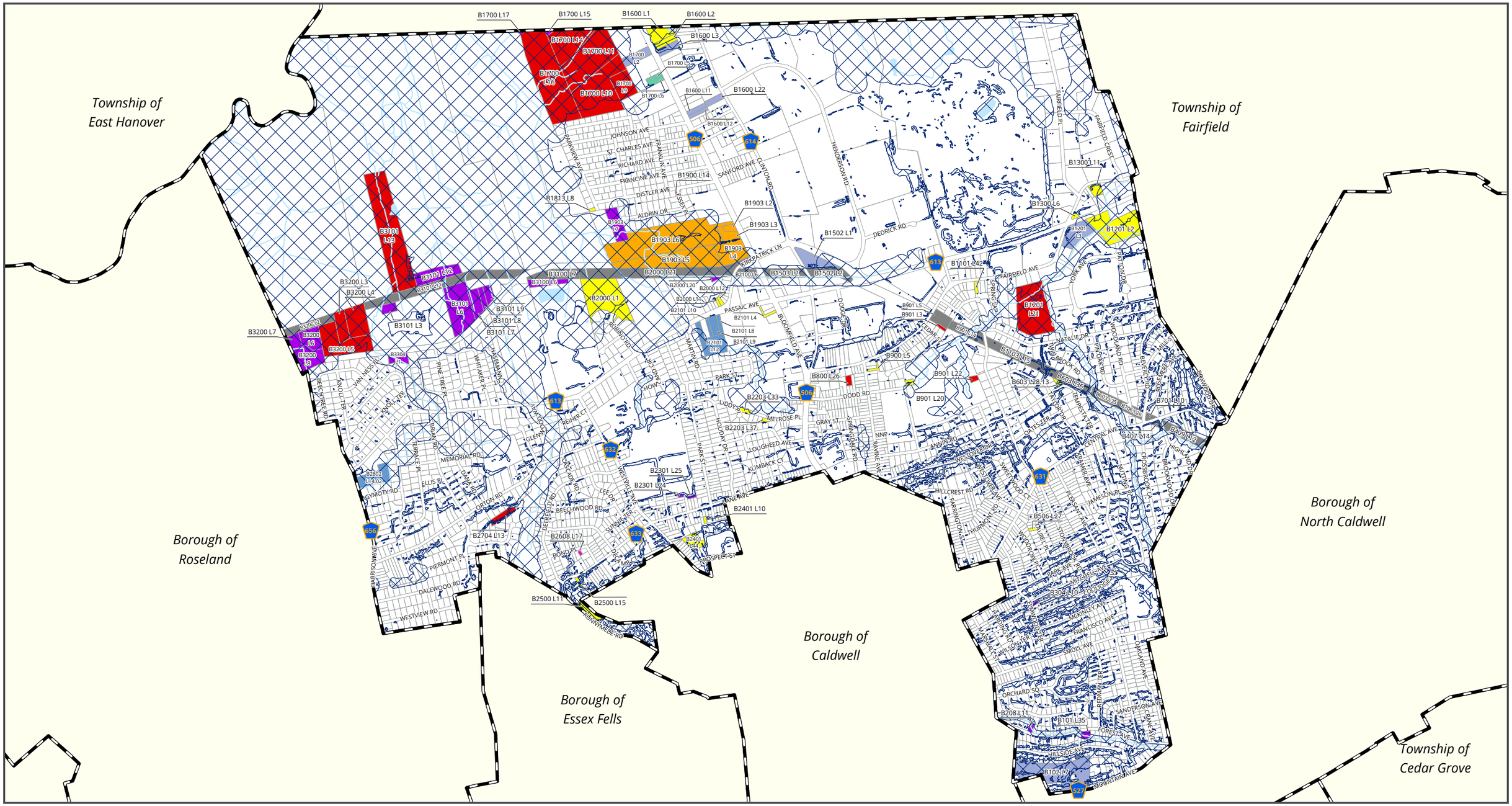
Second River Tributary
Second River Tributary



VACANT LANDS
TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY

May 16, 2025
WCT015A

Legend

- Municipal Boundary
- Environmental Constraints
- Parcels
- Waterbodies
- Non-Category 1 (C1) Streams

Developable

- Potential Development
- Potential Infill Development
- Included in 3rd Round RDP
- Included in Prior Round RDP

Not Developable

- Environmentally Constrained
- Undersized
- No Public Street Frontage
- Building(s) Under Construction
- Owned by Private Utility
- Other

0 1600 3200
1 inch = 1,600 feet

Colliers Engineering & Design

Township of West Caldwell

Vacant Land Analysis

Version 3 - May 16, 2025

Colliers Engineering & Design

Block	Lot	Owner	Address	Property Class	Planning Area	Zone District	Total Acres	Constrained Acres	Remaining Acres	Buildable Acres	Constraint Description	Status	Included in Prior Round RDP	Included in 3rd Round RDP	Include in 4th Round RDP	Potential Units	RDP
101	35	Township of West Caldwell	Forest Avenue	15C	PA1	R-4	0.457	0.342	0.115		Stream, Riparian, Steep Slopes	Environmentally Constrained	No	No	No		
102	7	Township of West Caldwell	Mountain Avenue	15C	PA1	R-4	10.436	5.867	4.569	4.569	Steep Slopes, Water Tower and Associated Pipes	Potential Development	No	**Yes**	No		
208	11	Gabriel, George	101 Forest Avenue	1	PA1	R-4	0.281	0.253	0.028		Stream, Riparian, Steep Slopes	Environmentally Constrained	No	No	No		
304	10	Gardner, James F & Kelly L	51 Elmwood Terrace	1	PA1	R-4	0.147	0.092	0.056		Steep Slopes	Environmentally Constrained	No	No	No		
407	14	PSE&G Co % Prop Tax Section T24a	Central Avenue	1	PA1	R-2	0.307	0.115	0.192		Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
409	12	PSE&G Co % Prop Tax Section T24a	Central Avenue	1	PA1	R-2	2.751	2.641	0.110		Stream, Riparian, Wetlands, Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
506	27	Howley, Joseph & Nancy	22 Laurel Place	1	PA1	R-4	0.162	0.000	0.162	0.162		Potential Infill Development	No	No	No		
603	28.13	Rachel Manor, LLC	Tempesta Terrace	1	PA1	R-2	0.308	0.135	0.173	0.173	Steep Slopes	Potential Infill Development	No	No	No		
603	35	PSE&G Co % Prop Tax Section T24a	Central Avenue Rear	1	PA1	R-2	1.768	0.328	1.439		Stream, Riparian, Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
603	36	PSE&G Co % Prop Tax Section T24a	Central Avenue Rear	1	PA1	R-2	2.784	0.561	2.224		Stream, Riparian, Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
701	10	PSE&G Co % Prop Tax Section T24a	Beverly Road	1	PA1	R-2	0.361	0.000	0.361			This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
706	26	PSE&G Co % Prop Tax Section T24a	Beverly Road	1	PA1	R-2	1.311	0.058	1.253		Riparian, Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
800	26	Ruhnke, Jonathan & Bellefantie, Orchi	Dodd Road Rear	1	PA1	R-4	0.400	0.000	0.400			No Public Street Frontage	No	No	No		
900	5	Township of West Caldwell	145 Ravine Avenue	15C	PA1	R-3	0.273	0.016	0.257	0.257	Steep Slopes	Potential Infill Development	No	No	No		
901	3	Township of West Caldwell	Woodside Avenue	15C	PA1	R-3	0.201	0.000	0.201			No Public Street Frontage	No	No	No		
901	5	PSE&G Co % Prop Tax Section T24a	Fairfield Avenue	1	PA1	R-3	1.556	0.000	1.556			This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
901	14	PSE&G Co % Prop Tax Section T24a	Stonybrook Road	1	PA1	R-3	2.294	0.562	1.732		Stream, Riparian, Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
901	20	Township of West Caldwell	Grove Street	15C	PA1	R-3	0.333	0.140	0.193	0.193	Riparian, Wetlands, Steep Slopes	Potential Infill Development	No	No	No		
901	22	Borough of Essex Fells	Stonybrook Road	1	PA1	R-3	0.317	0.000	0.317			No Public Street Frontage	No	No	No		
1101	42	Township of West Caldwell	138 Fairfield Avenue	15C	PA1	R-3	0.256	0.000	0.256	0.256	Steep Slopes	Potential Infill Development	No	No	No		
1103	15	PSE&G Co % Prop Tax Section T24a	Stonybrook Road	1	PA1	R-2	4.040	0.433	3.607		Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
1201	2	H Lane Enterprises	Passaic Avenue	1	PA1	M-1	7.910	7.614	0.296	0.296	Stream, Riparian, Wetlands, Steep Slopes	Potential Infill Development	No	No	No		
1201	3	Kearny Federal Savings Bank	780 Passaic Avenue	1	PA1	M-1	3.524	2.551	0.973	0.973	Riparian, Wetlands, Steep Slopes	Potential Development	No	**Yes**	No		
1201	21	Cali Leshowitz Daunno Et Al	Fairfield Avenue Rear	1	PA1	R-3A	10.688	9.834	0.854		Stream, Riparian, Wetlands, Steep Slopes	No Public Street Frontage	No	No	No		
1300	6	Tiger Tennis Holding Company, LLC	783 Passaic Avenue	1	PA1	M-1	0.218	0.010	0.208	0.208	Steep Slopes	Potential Infill Development	No	No	No		
1300	11	Township of West Caldwell	256 Fairfield Avenue	15C	PA1	M-1	0.889	0.325	0.564	0.564	Riparian, Steep Slopes	Potential Infill Development	No	No	No		
1502	1	Mountain Broadcasting Corporation	75 Clinton Road	1	PA1	R-8	2.865	1.082	1.783	1.783	Riparian, Wetlands, Steep Slopes	Potential Development	No	**Yes**	No		
1502	2	PSE&G Co % Prop Tax Section T24a	Clinton Road	1	PA1	M-2	2.550	2.542	0.008		Stream, Riparian, Wetlands, Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
1503	2	PSE&G Co % Prop Tax Section T24a	Bloomfield Avenue	1	PA1	B-3	2.507	2.507	0.000		Stream, Riparian, Wetlands, Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
1600	1	1213 Bloomfield, LLC	1213 Bloomfield Avenue	1	PA1	B-3/R-3/R-3D	2.161	1.962	0.199	0.199	Water, Riparian, Wetlands, Steep Slopes	Potential Infill Development	No	No	No		
1600	2	Deguzman, Danilo & Daisy	1191 Bloomfield Avenue	1	PA1	B-3/R-3/R-3D	1.055	0.510	0.545	0.545	Wetlands, Steep Slopes	Potential Infill Development	No	No	No		
1600	3	PMT Caldwell Properties, LLC	1183 Bloomfield Avenue	1	PA1	B-3/R-3/R-3D	1.104	0.053	1.052	1.052	Steep Slopes	Potential Development	No	**Yes**	No		
1600	11	Greenwich House, LLC	1089 Bloomfield Avenue	1	PA1	R-6	0.602	0.000									
1600	12	Greenwich House, LLC	1085 Bloomfield Avenue	1	PA1	R-6	0.482	0.000	1.839			Building(s) Under Construction	No	**Yes**	No		
1600	22	Greenwich House, LLC	204 Clinton Road	1	PA1	R-6	0.755	0.000									
1700	2	Carant, LP	1200 Bloomfield Avenue	1	PA1	R-7	1.723	0.620	1.103	1.103	Wetlands, Steep Slopes	Potential Development	No	**Yes**	No		
1700	5	Essex Professional Holdings, LLC	1154 Bloomfield Avenue	1	PA1	B-3	0.214	0.000									
1700	6	Essex Professional Holdings, LLC	1148 Bloomfield Avenue	1	PA1	B-3	0.730	0.034	0.909		Steep Slopes	In February of 2023, the Planning Board memorialized a Resolution permitting the constrution of a medical office building on this site. A Developer's Agreement was executed on May 6, 2025. The project is currently out to bid for construction. Therefore, the site is no longer available for multi-family housing development.	No	No	No		
1700	9	Carant Limited Partnership	1164 Bloomfield Avenue	3B	PA1	OP	3.318	3.317									
1700	10	Carant LP	Bloomfield Avenue	3B	PA1	OP	12.575	9.595									
1700	11	Carant Limited Partnership	Bloomfield Avenue	3B	PA1/PNA	OP	11.809	11.809	3.679		Stream, Riparian, Wetlands, Steep Slopes	No Public Street Frontage	No	No	No		
1700	14	Carant LP	Bloomfield Avenue	3B	PA1/PNA	OP	6.639	6.639									
1700	16	Carant Limited Partnership	Hatfield Swamp	3B	PA1/PNA	OP	18.329	17.630									

Township of West Caldwell

Vacant Land Analysis

Version 3 - May 16, 2025

Colliers Engineering & Design

Block	Lot	Owner	Address	Property Class	Planning Area	Zone District	Total Acres	Constrained Acres	Remaining Acres	Buildable Acres	Constraint Description	Status	Included in Prior Round RDP	Included in 3rd Round RDP	Include in 4th Round RDP	Potential Units	RDP
1700	15	Unknown		1	PNA	OP	0.216	0.216	0.000		Wetlands	Environmentally Constrained	No	No	No		
1700	17	Unknown		1	PNA	OP	0.126	0.126	0.000		Riparian, Wetlands	Environmentally Constrained	No	No	No		
1813	8	Township of West Caldwell	55 Parkview Avenue	15C	PA1	R-4	0.135	0.000	0.135	0.135		Potential Infill Development	No	No	No		
1900	14	Essex Fields, Inc.	28 Distler Avenue	1	PA1	R-4	0.053	0.000	0.053			Undersized	No	No	No		
1903	2	Sunrise Realty, LLC	924 Bloomfield Avenue	1	PA1	B-3/RAO	0.536	0.000	4.263	4.263	Stream, Riparian, Wetlands, Steep Slopes	This site received Preliminary and Final Major Subdivision and Site Plan approval on November 14, 2022 to merge and subsequently subdivide the area into two lots, 4.01 and 6.01, and create a new public right-of-way. The approved development on Lot 4.01 includes a new ShopRite supermarket. NearMap aerial imagery from October 12, 2024 shows site work has commenced. Note that Lot 6 was included in the 3rd Round RDP.	No	No	No		
1903	3	Sunrise Realty, LLC	900 Bloomfield Avenue	1	PA1	B-3/RAO	1.395	0.062									
1903	4	Sunrise Realty, LLC	880 Bloomfield Avenue	1	PA1	B-3/RAO	4.085	2.573									
1903	5	Sunrise Realty, LLC	Bloomfield Avenue Rear	1	PA1	OS/RAO/OSO	10.203	10.203									
1903	6	Township of West Caldwell	Bloomfield Avenue	15C	PA1	B-3/OS	19.783	18.902									
1903	7	Township of West Caldwell	Aldrin Drive	15C	PA1	OS	2.834	2.745	0.090		Stream, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No		
2000	1	Township of West Caldwell	16 Rubino Road	15C	PA1	R-3/R-3B	9.758	9.464	0.294	0.294	Stream, Riparian, Wetlands, Steep Slopes	Potential Infill Development	No	No	No		
2000	11	Blumenfeld Louis Et al	7 Kirkpatrick Lane	1	PA1	R-3/R-3A/ R-3B/R-3C	0.152	0.006	0.344	0.344	Steep Slopes	Potential Infill Development	No	No	No		
2000	12	Blumenfeld Louis Et al	9 Kirkpatrick Lane	1	PA1	R-3/R-3A/ R-3B/R-3C	0.197	0.000									
2000	20	Bell, Alexander M	Passaic Avenue	1	PA1	R-3/R-3A/ R-3B/R-3C	0.215	0.215	0.000		Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No		
2000	21	PSE&G Co % Prop Tax Section T24a	Kirkpatrick Lane	1	PA1	OS	11.007	11.007	0.000		Stream, Riparian, Wetlands, Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
2100	6	PSE&G Co % Prop Tax Section T24a	Bloomfield Avenue	1	PA1	OS	1.246	1.246	0.000		Stream, Riparian, Wetlands, Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
2101	4	Bloomfield 804/810, LLC	806 Bloomfield Avenue	1	PA1	B-3	0.335	0.000	0.335	0.335		Potential Infill Development	No	No	No		
2101	8	Claremont Supermarket Partners Et al	536 Passaic Avenue	1	PA1	R-3	0.485	0.000	2.829	2.829	Riparian, Wetlands, Steep Slopes	Potential Infill Development	**Yes**	No	No		
2101	9	Claremont Supermarket Partners Et al	524 Passaic Avenue	1	PA1	R-3	1.040	0.000									
2101	10	Claremont Supermarket Partners Et al	520 Passaic Avenue	1	PA1	R-3	0.383	0.000									
2101	12	Claremont Supermarket Partners Et al	512 Passaic Avenue	1	PA1	R-3	3.445	2.524									
2203	33	Township of West Caldwell	8 Liddy Place	15C	PA1	R-4	0.368	0.074	0.294	0.294	Wetlands, Steep Slopes	Potential Infill Development	No	No	No		
2203	37	Township of West Caldwell	Melrose Place	15C	PA1	R-4	0.213	0.005	0.208	0.208	Steep Slopes	Potential Infill Development	No	No	No		
2301	24	Township of West Caldwell	Canfield Street	15C	PA1	R-4	0.115	0.007	0.107		Steep Slopes	Environmentally Constrained	No	No	No		
2301	25	Township of West Caldwell	Canfield Street	15C	PA1	R-4	0.183	0.075	0.108		Steep Slopes	Environmentally Constrained	No	No	No		
2401	10	Berger, Helga	15 Park Terrace	1	PA1	R-4	0.143	0.000	0.143	0.143		Potential Infill Development	No	No	No		
2401	44	Township of West Caldwell	Park Terrace	15C	PA1	R-4	1.656	0.479	1.177	1.177	Steep Slopes	This site is a flag lot with a 11.9-foot-wide flag "stem", which is insufficient for access to a multi-family development. Therefore, this site is in the Potential Infill Development category.	No	No	No		
2500	11	Township of West Caldwell	220 Runnymede Road	15C	PA1	R-4	1.335	1.004	0.330	0.330	Steep Slopes	Potential Infill Development	No	No	No		
2500	15	Solomos, William & Michelle	186 Runnymede Road	1	PA1	R-4	0.236	0.107	0.128	0.128	Steep Slopes	Potential Infill Development	No	No	No		
2608	17	Grant, Kristen M	20 Bond Place	1	PA1	R-4	0.113	0.000	0.113			Undersized	No	No	No		
2704	13	Township of West Caldwell	Walden Place Rear	15C	PA1	R-3	1.073	0.283	0.790		Steep Slopes	No Public Street Frontage	No	No	No		
2802	14.02	Hatzidoukas, Demetrios & Lisa	3 Harrison Avenue	1	PA1	R-3/R-9	3.109	3.109	0.000		Stream, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	**Yes**	No	No		
3100	6	Township of West Caldwell	Hatfield Swamp	15C	PA1/PNA	R-3/R-3B	1.648	1.648	0.000		Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No		
3100	7	PSE&G Co % Prop Tax Section T24a	Hatfield Swamp	1	PA1/PNA	OS	2.948	2.948	0.000		Stream, Riparian, Wetlands, Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
3101	3	Borough of Caldwell	Hatfield Swamp	15C	PA1	R-3	0.931	0.931	0.000		Stream, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No		
3101	6	Township of West Caldwell	Passaic Avenue Rear	15C	PA1	R-3	7.500	7.500	0.000		Stream, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No		
3101	7	La Mura, Anthony & Russo Peggy L	Passaic Avenue Rear	1	PA1	R-3	1.884	1.884	0.000		Stream, Riparian, Wetlands	Environmentally Constrained	No	No	No		
3101	8	Lamura, Marianne	Passaic Avenue Rear	1	PA1	R-3	0.743	0.743	0.000		Riparian, Wetlands	Environmentally Constrained	No	No	No		
3101	9	Amin, Ghanashyam & Kailas	Passaic Avenue Rear	1	PA1	R-3	0.976	0.976	0.000		Stream, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No		
3101	11	PSE&G Co % Prop Tax Section T24a	Hatfield Swamp	1	PA1/PNA	OS	9.307	9.307	0.000		Stream, Riparian, Wetlands, Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
3101	12	Township of West Caldwell	Hatfield Swamp	15C	PA8	OS	3.789	3.759	0.031		Stream, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No		
3101	13	Borough of Caldwell	Passaic Avenue Rear	15C	PA8	OS	18.734	18.218	0.516		Stream, Water, Riparian, Wetlands, Steep Slopes	No Public Street Frontage	No	No	No		
3200	2	PSE&G Co % Prop Tax Section T24a	Hatfield Swamp	1	PA1/PNA	OS	2.662	2.662	0.000		Wetlands, Steep Slopes	This site is owned by a private utility, PSE&G, and contains overhead electric wires and underground gas lines.	No	No	No		
3200	3	Gallinson, Alan & Janis & Richard	Beechtree Road Rear	1	PA1/PNA	R-3	2.260	2.260	0.410		Riparian, Wetlands, Steep Slopes	No Public Street Frontage	No	No	No		
3200	4	Gallinson, Alan & Janis & Richard	Beechtree Road Rear	1	PA1/PNA	R-3	4.219	4.219									
3200	5	Gallinson, Alan & Janis & Richard	Beechtree Road Rear	1	PA1	R-3	7.084	6.674									

Township of West Caldwell

Vacant Land Analysis

Version 3 - May 16, 2025

Block	Lot	Owner	Address	Property Class	Planning Area	Zone District	Total Acres	Constrained Acres	Remaining Acres	Buildable Acres	Constraint Description	Status	Included in Prior Round RDP	Included in 3rd Round RDP	Include in 4th Round RDP	Potential Units	RDP
3200	6	Beechtree Glen, Inc.	Beechtree Road Rear	1	PA1	R-3	2.610	2.610	0.000		Stream, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No		
3200	7	Beechtree Glen, Inc.	Beechtree Road Rear	1	PA1	R-3	1.203	1.203									
3200	8	Beechtree Glen, Inc.	Beechtree Road Rear	1	PA1	R-3	3.746	3.746									
3304	1	Township of West Caldwell	Van Ness Place Rear	15C	PA1	R-3	1.203	1.203	0.000		Stream, Riparian, Wetlands, Steep Slopes	Environmentally Constrained	No	No	No		
Total							**273.011**	**227.101**	**45.910**	**22.812**						**0**	**0**

Notes:
All properties included in the table have a Property Class value of "1" (Vacant)
PA1 - Metropolitan Planning Area
PNA - Parks & Natural Areas
Riparian Buffer - 50-foot and 150-foot buffers from Non-C1 Stream
Wetlands - Includes properties encumbered by a 50 and/or 150-foot buffer
Steep Slopes - Areas with slopes greater than 15%
Undersized - 0 to 0.125 acres
Potential Infill Development - 0.125 to 0.625 buildable acres
Potential Development - 0.625 or more buildable acres

Appendix K | Arc of Essex 21 Beechtree Road 1997 Recorded Deed Restriction, Section 811 documents, Supportive and Special Needs Housing Survey, License

103-Deed
IND. to IND. or CORP.

(5)

Prepared by:

Thomas L. Hofstetter, Esq.

DEED

This Deed is made on December 3, 1997

BETWEEN

21 BEECHTREE INC., a subsidiary of Association for Retarded Citizens of Essex County, Inc., whose address is 701 Regent Street, Livingston, NJ 07039,

referred to as the Grantor,

Received & Recorded
Register's Office
Essex County, NJ
DEC 03, 12:58 PM'97
Carole A. Graves
B97004103110970258
Consideration: $1
R. T. T. : $0.00

AND

21 BEECHTREE INC., a subsidiary of Association for Retarded Citizens of Essex County, Inc.,

whose address is 701 Regent Street, Livingston, NJ 07039,

referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the Property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR AND NO/100**($1.00) and other good and valuable consideration.

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality
Township of West Caldwell, County of Essex,
Block No. 3301 Lot 4, Account No. _____

No property tax identification number is available on the date of this deed. (Check if applicable.)

Property. The "Property" consists of the land and all the buildings and structures on the land in the Township of West Caldwell, County of Essex and State of New Jersey. The legal description is:

Block 3301 Lot 4

SCHEDULE "A"

ALL THAT CERTAIN tract, lot and parcel of land lying and being in the Township of West Caldwell, County of Essex and State of New Jersey, being more particularly described as follows:

BEING Lot 47, Block 132A "Section 2, Subdivision Map of Beechtree Glen, property of Beechtree Glen, Inc., West Caldwell, N.J.", dated March 3, 1965, filed in the Essex County Register's Office on July 12, 1966 in Case No. 2903.

BEING further described in accordance with a survey made by Land Resource Consultants, Inc., Christopher J. Aldrich, NJPLS, dated January 30, 1996 as follows:

BEGINNING at a point in the northeasterly sideline of Beechtree Road, said point being northwesterly 300.00 feet from the southeasterly limit of filed map No. 2903 and running thence

1) Along the northeasterly sideline of Beechtree Road, North 41 degrees, 21 minutes, 35 seconds West 100.00 feet to a point; thence

2) North 48 degrees 38 minutes 25 seconds East 140.00 feet to a found pipe; thence

3) South 41 degrees 21 minutes 35 seconds East 100.00 feet to a point; thence

4) South 48 degrees 38 minutes 25 seconds West 140.00 feet to the point and place of BEGINNING.

Identified as Tax Lot 4, Block 3301 on the Official Tax Map of the Township of West Caldwell (for information purposes only).

#46453/CP

SCHEDULE "B"

DEED RESTRICTIONS

The Grantee hereunder does acknowledge that the cost of acquisition of the property has been satisfied out of part of the proceeds of a certain loan from the County of Essex (hereinafter "Public Entity") under the Federal HOME program and that the premises to be constructed shall be subject to the affordability requirements contained in 24 Code of Federal Regulation, Part 92. The provisions thereof may be enforced by the County of Essex by an action for specific performance filed in a Court having jurisdiction. The premises to be constructed shall be subject to the specific provisions for affordability contained in 24CFR 92.504 for a period of twenty years from the date of completion of the project, (issuance of a certificate of occupancy for the use of the premises).

The provisions herein are subject to and subordinate to the requirements of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), as follows:

In consideration of primary financing for the project under the HUD Section 811 Housing Program for the Elderly/Persons with Disabilities with Supportive Services, the following concessions are included in this agreement notwithstanding anything contained within this agreement to the contrary;

(A) The rights and interest of the (Public Entity) as herewith set forth shall always be subject to and subordinate to, and limited by, and shall not defeat, render invalid or limit in any way, the lien or interest of any Capital Advance/Mortgage held by HUD or its successors and assigns; and that such subordination to said Capital Advance Mortgage shall remain in full force and effect for the term thereof.

(B) Compliance by the Section 811 Owner with all HUD requirements, including changes in the Project, satisfies all requirements of the (Public Entity) set forth herein.

(C) None of the requirements of the (Public Entity) contained herein can or shall be construed to interfere or be in conflict with HUD requirements concerning the development or operation of the project, or in any way jeopardize continued operation of the Project on terms at least as favorable to existing and future tenants under the Section 811 Program.

(D) No default under the Loan/Grant Agreement, Mortgage, Mortgage Note or Agreement of Deed Restriction may be declared by the (Public Entity) without HUD approval.

(E) HUD approval of a Transfer of Physical Assets (TPA) associated with the property referred to herein constitutes approval of the TPA by the (Public Entity).

SEE ATTACHED DESCRIPTION AS SCHEDULE "A" and made a part hereof.

SUBJECT TO the Deed restrictions set forth on Schedule B attached hereto and made a part hereof.

The purpose of this conveyance is to add the metes and bounds description in Exhibit "A" and provide for the deed restrictions in Schedule "B."

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

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

ATTEST:

By: Elizabeth Duguid
Elizabeth Duguid, Secretary

21 Beechtree Inc., a subsidiary of Association for Retarded Citizens of Essex County, Inc., a New Jersey Non-Profit Corporation

By: J. O'Brien
John O'Brien, President

STATE OF NEW JERSEY, COUNTY OF Essex SS:

I CERTIFY that on December 3, 1997

Elizabeth Duguid, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of 21 Beechtree, Inc., the corporation named in this document;
(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is John O'Brien, the President of the corporation;
(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
(d) this person knows the proper seal of the corporation which was affixed to this document; and
(e) this person signed this proof to attest to the truth of these facts.

Elizabeth Duguid
Elizabeth Duguid

Signed and sworn to before me on Dec. 3, 1997

#46081/cp

THOMAS L. HOFSTETTER, ESQ.
ATTORNEY AT LAW OF NEW JERSEY

* NC 1645—AFFIDAVIT OF CONSIDERATION
RTF-1 (Rev. 1/1/86)

BK 5508 PG 210

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
or
PARTIAL EXEMPTION
(c. 176, P. L. 1975)

ALL-STATE LEGAL
A Division of All-state International, Inc.
800-222-0510 in NJ 908-272-0800

A D G R V - 2

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY }
COUNTY OF MORRIS } ss.

FOR RECORDER'S USE ONLY
Consideration $ _____
Realty Transfer Fee $ _____ *
Date _____ By _____
*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Thomas L. Hofstetter, (Name), being duly sworn according to law upon his/her oath deposes and says that he/she is the Legal Representative (State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co. Lending Institution, etc.)

in a deed dated December 3, 1997, transferring real property identified as Block No. 3301 Lot No. 4 located at 21 Beechtree Road, Township of West Caldwell, (Street Address, Municipality, County) County of Essex, NJ and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is $ 1.00 and other good and valuable consideration

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

(a) For consideration of less than $100.00

(4) PARTIAL EXEMPTION FROM FEE *NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)*

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)
- ☐ Grantor(s) 62 yrs. of age or over.*
- ☐ One or two-family residential premises
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)
- ☐ Grantor(s) legally blind.*
- ☐ One or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)
- ☐ Grantor(s) permanently and totally disabled.*
- ☐ One or two-family residential premises.
- ☐ Receiving disability payments.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Not gainfully employed.
- ☐ No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)
- ☐ Affordable According to H.U.D. Standards.
- ☐ Meets Income Requirements of Region.
- ☐ Reserved for Occupancy.
- ☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)
- ☐ Entirely new improvement.
- ☐ Not previously used for any purpose.
- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me this 3rd day of December, 1997

ROBERT A. CANNITO
Attorney at Law of New Jersey

Thomas L. Hofstetter, Esq.
(Name of Deponent (type above line))
222 Ridgedale Avenue
Morristown, NJ 07962
Address of Deponent

21 Beechtree Inc., a subsidiary of Association for Retarded Citizens of Essex County, Inc.
(Name of Grantee (type above line))
701 Regent Street
West Caldwell, NJ
Address of Grantee at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.
ORIGINAL — White copy to be retained by County.
DUPLICATE — Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16—8.12).
TRIPLICATE — Pink copy is your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

Firm Commitment for Capital Advance Financing

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

☐ Section 202 ☒ Section 811 ☐ New Construction ☐ Reconstruction ☐ Rehabilitation ☒ Acquisition ☐ From Resolution Trust Corporation

Project Number:	Project Name:
031-HD053	ARC West Caldwell Group Home

To: (Name of Owner)
21 Beechtree Inc.

Street Address:
c/o The ARC of Essex County, 7 Regent St.

City & State:
Livingston, NJ 07039

Your Request for Firm Commitment for Capital Advance Financing has been reviewed pursuant to 24 CFR Part 889 or Part 890 and your final plans and specifications and the Contractor/Owner's cost estimates have been found to be acceptable. The issuance of this Firm Commitment further denotes the reaffirmation of the conclusions reached during Conditional Commitment processing except as may be modified herein. Note: Where the Conditional Commitment stage has been bypassed, our attachment of forms HUD-92264 and 92264-A (see Paragraph 11 below) evidences compliance with the requirements of 24 CFR Part 889 or Part 890.

The Secretary of Housing and Urban Development (hereinafter called "Secretary" and/or "HUD") will make and disburse a capital advance under the provisions of Section 202 of the Housing Act of 1959, or Section 811 of the National Affordable Housing Act (NAHA), and the Regulations now in effect, pursuant to a mortgage note in the amount of $ 352,200 to be secured by a mortgage or deed of trust on the property located at 21 Beechtree Rd., West Caldwell, NJ and consisting of approximately 14,000 square feet. Estimated project development cost (based on the replacement cost minus grants/loans for replacement cost items, excess unusual land improvements, cost of ineligible amenities, value of leased fee and unpaid special assessments) is $339,947. The capital advance will be subject to compliance with the requirements of the Regulations, the Regulatory Agreement, form HUD-92466-CA, the Use Agreement, form HUD-90163-CA, and the terms and conditions set forth below.

The capital advance amount, however, is subject to reduction at final closing as provided in the Regulations.

1. The mortgage note shall bear no interest and shall be repayable only if the above-described project does not remain available for very low-income eligible individuals/families as approved by HUD for no less than 40 years. In no event may the capital advance be repaid without the permission of HUD.

2. A project shall be constructed on the mortgaged property in accordance with Drawings and Specifications filed with HUD and designated as 031-HD053 _____, Project No. _____ dated _____. The Drawings and Specifications, which include "General Conditions of the Contract for Construction" (AIA Document A201), as amended, and "Supplementary Conditions of the Contract for Construction," form HUD-2554, as amended, shall be identified in a manner acceptable to HUD by the following parties or their authorized agents: Owner, Design Architect, Architect administering the Construction Contract, Contractor, and the Contractor's Surety.

3. Any change in the Drawings and Specifications or in the conditions upon which this commitment is based, which may occur after the date hereof, shall be explained in writing or in a supplementary application, if required by HUD, prior to initial closing. Any such change occurring subsequent to initial closing may be effected only with the prior written approval of HUD. The approval of any change may be subject to such conditions and qualifications as may be prescribed by HUD.

4. Approval of advances in accordance with the Capital Advance Agreement must be obtained on form HUD-92403-CA prior to the date of each advance. A Contractor's Certification concerning Labor Standards and Prevailing Wage Requirements (if required) on the back of form HUD-92448 will be filed with the request for approval of each advance which includes a payment for construction costs.

5. During the course of construction, HUD representatives shall at all times have access to the property and the right to inspect the progress of construction. The inspection of construction by HUD representatives shall be solely for the benefit and protection of HUD and no other party.

6. At least 15 working days prior to the anticipated date for initial closing, two draft copies (executed where noted) of each of the

following documents and exhibits shall be submitted to HUD. After review, the place and date of the initial closing will be designated, at which time the following documents and exhibits in final form shall be delivered to HUD for approval:

a. The Owner's organization documents, e.g., Certificate of Incorporation and By-Laws, as required by applicable State or local laws (see form HUD-91732-A-CA), Incumbency Certificate, including evidence of good standing.

b. The Regulatory Agreement which will regulate the Owner's operation of the project (form HUD-92466-CA). Such instrument shall provide, among other things, for the establishment of a Reserve Fund for Replacements under the control of HUD by payment of $ 1,396.00 per annum.

c. Resolution by Owner's Board authorizing execution of Use Agreement, Note, Mortgage, Capital Advance Agreement, Regulatory Agreement, Incumbency Certificate and updating conflict of interest certifications and other closing documents.

d. Lease in conformance with Lease Addendum (if mortgage is on a leasehold).

e. Title evidence in conformity with the Regulations which shall show that title to the property on the date of initial closing is vested in the Owner free of all encumbrances other than the mortgage and free of all reservations of title (either junior or prior to said mortgage), except such as are specifically determined to be acceptable by HUD. If such title evidence is in the form of a title insurance policy, it shall by its terms inure to the benefit of the Secretary of Housing and Urban Development.

f. Evidence of zoning compliance and building permits issued by legally constituted authorities.

g. The survey of the mortgaged property (dated no more than 90 days before initial closing), together with the Surveyor's Certificate, HUD-92457, (dated within 30 days of initial closing), showing that there are no easements or encroachments upon the subject property except those acceptable to HUD.

h. Mortgage or Deed of Trust (using form HUD-90165-CA as a guide) and a Mortgage Note, HUD-93432-CA, to ensure HUD's interest in the capital advance.

i. The Construction Contract, HUD-92442-CA, for competitively-bid contracts (or HUD-92442A-CA for negotiated contracts) between the Owner and the General Contractor whereunder the project is to be built. (Contractor's and/or Mortgagor's Cost Breakdown, HUD-2328, shall be attached, if applicable.)

j. The Assurance of Completion of the project in the form of:

(1) Separate performance (FHA-2452) and payment (HUD-92452-A) bonds, each in the amount of 100% of the amount of the HUD-estimated construction or rehabilitation , or a 100% performance-payment bond (HUD-92452-CA); or

(2) Cash escrow (25% of the estimated HUD construction or rehabilitation cost) using the Completion Assurance Agreement, HUD-92450-CA. All percentages relate to total construction, reconstruction or rehabilitation cost of the housing and related facilities.

k. The Owner-Architect Agreement, AIA Form B-181, with HUD Amendment.

l. Escrow Agreement for Off-Site Facilities, HUD-90170-CA, in the Amount of $ 0 to be funded by cash deposit or letter of credit. (In lieu thereof, an Off-Site Bond, form HUD-90177-CA may be provided.)

m. Assurance that adequate sewer, water, gas and electric facilities will be fully installed prior to completion of the project and that necessary public streets, sidewalks and curbing outside the project site, if not yet constructed, will be fully completed within a reasonable time after completion of the project.

n. The Owner's Internal Revenue Service tax exemption ruling under Section 501(c)(3) or (4) of the Internal Revenue Code.

o. The Owner's Certificate, HUD-2433-CA, certifying to the priority of the mortgage and to other matters set forth therein.

p. The Owner's Attorney's Closing Opinion as to legal status of the Owner, building permit and compliance with zoning laws and requirements (form HUD-90166-CA).

q. Evidence that the Owner has deposited with the depository the following sums to be applied to its following items:

(1) A minimum capital investment of $ 1,761.00 , representing one-half of one percent of the total HUD-approved capital advance (not to exceed $10,000 for Section 811 projects or $25,000 for Section 202 projects), to be escrowed with HUD or its designee at initial closing.

(2) Funds, if any, required over and above the capi tal advance proceeds for completion of the project: $ 0 . This sum represents the difference between HUD's estimate of the total cash required for completion of the project and the approved capital advance amount.

(3) Funds in the amount of $ 0 to meet the expenses of the project from the date of initial occupancy until 0 months after the date of final closing as HUD estimates are necessary, (form HUD-90168).

r. FHEO Assurance of Compliance with nondiscrimination and equal opportunity requirements. (Appendix 23 of Handbook 4571.2 (Section 811) and 4571.3 (Section 202).

s. Evidence that the Owner has obtained the required property insurance coverage (see form HUD-92329).

t. Blanket Fidelity Bond covering all the Owner's officers and employees, including noncompensated officers, during the construction period, unless a title company is handling all disbursements on behalf of the Owner.

u. The Agreement to Enter Into a Project Rental Assistance Contract (forms HUD-90172-A-CA and HUD-90172-B-CA). (To be prepared by HUD)

v. Use Agreement (form HUD-90163-CA).

w. The Capital Advance Agreement, HUD-90167-CA, governing advances of the capital advance proceeds. (Executed copies rather than draft copies of form HUD-90167-CA should be submitted to facilitate initial disbursement.) This instrument, prepared by HUD, is attached for execution.

x. Agreement and Certification (form HUD-93566-CA).

y. Direct Deposit Sign-Up Form, SF 1199A (executed). The designated depository must be insured by the Federal Deposit Insurance Corporation, Savings Association Insurance Fund, or

the National Credit Union Share Insurance Fund.

z. Owner's executed initial requisition for advance for capital advance funds (form HUD-92403-CA).

aa. All other applicable documents (as noted below).

7. If under the laws of the jurisdiction in which the project is located, the personal property of the Owner, which is used in the operation of the project, is not covered by and subject to the real estate mortgage, the Owner shall provide prior to the final closing, a Security Agreement and a Financing Statement (UCC-1) or such other security instrument as may be necessary to effect a first lien on such personal property in favor of HUD.

8. Any change in the sponsorship upon which this commitment is predicated must be requested in writing by the Owner on behalf of any proposed substitute sponsor, and such request must be approved in writing by HUD. Any sponsor or principal (including the principals of any parent entity of such sponsor or principal), who is now or who may later become involved in this project by way of financial interest, employment or otherwise, who has not filed a certificate with HUD fully disclosing his/her previous participation in FHA mortgage insurance and other HUD housing programs, shall file such certificate on the form prescribed for HUD approval.

9. All certificates, documents and agreements called for by this commitment, shall be on forms approved or prescribed by HUD and shall be completed, executed and filed in the number of copies and in such manner as prescribed by HUD.

10. This commitment shall terminate 60 days from the date hereof unless renewed or extended by HUD. Prior to any renewal or extension of this commitment, HUD may, at its option, reexamine the commitment to determine whether it shall be extended in the same amount, or shall be amended to include a lesser amount.

11. The following documents are attached and incorporated herein:
    (a) Rental Housing Program Income Analysis and Appraisal, HUD-92264.
    (b) Supplement to Analysis, HUD-92264-A.

Special conditions set forth below or attached hereto and identified as additional numbered paragraphs are made a part hereof.

See attached Special Conditions 12 through 22.

Secretary of Housing and Urban Development

By (Authorized Agent)	Dated
Encarnacion Loukatos, Director, Multifamily Housing Division	4/8/97

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: Township of West Caldwell

County: Essex

Sponsor: The Arc of Essex County, Inc.

Developer: The Arc of Essex County, Inc.

Block: 3301 Lot: 4

Street Address: 21 Beechtree Road

Facility Name: Arc West Caldwell Group Home

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☑ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust Fund $_____
- ☐ Balanced Housing – Amount $_____
- ☑ HUD – Amount $ 352,200 Program 811
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Please specify: _____

☐ For proposed projects, please submit a pro forma
☐ Municipal resolution to commit funding, if applicable
☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households 5
Low-income clients/households _____
Moderate-income clients/households _____
Market-income clients/households _____

Section 4: For permanent supportive housing:

Total # of units 5, including:

# of very low-income units 5
# of low-income units _____
# of moderate-income units _____
# of market-income units _____

Section 5:

Length of Controls: 40 years

Effective Date of Controls: 12/3/1997

Expiration Date of Controls: 12/3/2037

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

Section 6:

CO Date: 9/11/1997

For licensed facilities, indicate licensing agency:

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☑ Other DHS

Initial License Date: 2/__/1998

Current License Date: 5/__/2021

Section 7:

Has the project received project-based rental assistance? ✓ Yes ___ No; Length of commitment: 5 Years

Other operating subsidy sources: N/A ; Length of commitment: N/A

Is the subsidy renewable? ✓ Yes ___ No

Section 8: The following verification is attached:

- ☑ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ✓ Yes ___ No

Population Served (describe): Individuals with Intellectual and Developmental Disabilities, age 21 and over.

Age-restricted? ___ Yes ✓ No

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

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

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

CERTIFICATIONS

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

Certified by: Frank Cinque Frank Cinque — 05/19/2021
Project Administrator — Date

Certified by: _____ _____
Municipal Housing Liaison — Date

License No. GH763

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

ARC OF ESSEX COUNTY

123 Naylon Ave
Livingston, NJ 07039-1005

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a

Group Home Developmental Disability

for 5 individuals

at

[redacted]

This License is effective from 02/28/2025 to 02/28/2026

Sarah M. Adelman, Commissioner, Department of Human Services

Appendix L | JASN 7 Essex Place 1998 HUD Rental Assistance Contract, Current License, Supportive and Special Needs Housing Survey

Address

Renewal

art I of the Project
ental Assistance Contract

ction 202 Supportive Housing for the Elderly
ction 811 Supportive Housing for Persons with Disabilities

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

pe of Project:	PRAC Contract No.:	HUD Project No.:
☐ New Construction ☒ Substantial Rehabilitation ☐ Acquisition	NJ39-Q951-005	031-HD049

his Project Rental Assistance Contract (Contract) is entered into between the United States of America acting through the Department of ousing and Urban Development (HUD)
id Jewish Association for Special Needs, INC. (Owner) pursuant
☒ Section 811 of the National Affordable Housing Act of 1990 or
☐ Section 202 of the Housing Act of 1959.
he purpose of this Contract is to provide project rental assistance payments on behalf of Eligible Families leasing decent, safe and anitary units from the Owner.

.1 Significant Date and other Items; Contents and Scope of Contract.

(a) **Effective Date of Contract:** August 20, 1998.

(b) **Fiscal Year.** The ending date of each Fiscal Year shall be 6/30 (insert March 31, June 30, September 30, or December 31, as approved by HUD). The Fiscal Year for the project shall be the 12-month period ending on this date. However, the first Fiscal Year for the project is the period beginning with the effective date of the Contract and ending on the last day of the Fiscal Year which is not less than 12 months after the effective date. If the first Fiscal Year exceeds 12 months, the maximum total annual project rental assistance payment in section 1.1(c) will be adjusted by the addition of the pro rata amount applicable to the period of operation in excess of 12 months.

(c) **Maximum Annual Contract Commitment.** The maximum annual amount of the commitment for project rental assistance payments under this Contract (see section 2.3) is the amount of contract authority identified in Exhibit 2.

(d) **Project Description.**

(e) **Statement of Services, Maintenance and Utilities Provided by the Owner.**

(1) Services and Maintenance:

General Services and Maintenance

(2) Equipment: Gas Range, Refrigerator, Central Air Conditioning, Kitchen Exhaust Fan Laundry Facilities in Common Area, Carpeting, Drapes

(3) Utilities: Gas for Heat Cooking & Hot Water, Electric for Lights, Water

(4) Other: None

Property located at 7 Essex Place, West Caldwell, NJ

(f) **Contents of Contract.** This Contract consists of Part I, Part II and the following exhibits:

Exhibit 1: The schedule showing the number of units by size and, in the case of group homes, residential spaces. (Contract Units) and their applicable operating expenses.

Exhibit 2: The schedule showing contract and budget authority.

Exhibit 3: The Affirmative Fair Housing Marketing Plan

Nov-21-02 08:10am From-HUD MULTIFAMILY PROGRAM 973 646 2271 T-425 P.002/008 F-017

None. (Additional exhibits: (Specify additional exhibits, if any, such as Special Conditions for Acceptance. If none, insert "None.")

(g) Scope of Contract. This Contract, including the exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and HUD with respect to the matters contained in it. Neither party is bound by any representations or agreements of any kind except as contained in this Contract, any applicable regulations, and agreements entered into in writing by the parties which are not inconsistent with this Contract.

Term of Contract; Obligation to Operate Project for Full Term.

(a) Term of Contract. The initial term of this Contract for any unit shall be 20 years, beginning with the effective date of this Contract for such unit, commitments to extend expiring contracts during the year prior to the date of expiration. If the project is completed in stages, the term shall be separately related to the units in each stage. However, the total Contract term for all the stages, beginning with the effective date of the Contract for the first stage, shall not exceed 27 years.

(b) Obligation to Operate Project for Full Term. The Owner agrees to continue operation of the project in accordance with this Contract for the full term specified in paragraph (a).

HUD Assurance. The execution of this Contract by HUD is an assurance by HUD to the Owner that:

(a) The faith of the United States is solemnly pledged to the payment of project rental assistance payments pursuant to this Contract, and

(b) HUD has obligated funds for these payments.

warnings: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

United States of America Secretary of Housing and Urban Development	Owner: Jewish Association for Special Needs, Inc.
Signature:	Signature:
	By: Lynda Wachstetter
Name:	Name:
Director, Multifamily Housing Division	President
Official Title:	Official Title:
Date: 5/26/99	Date: 2/4/99

If project is to be completed and accepted in stages, execution of the contract with respect to the several stages appears on the following page of this contract.

NOV-21-02 08:10am From-HUD MULTIFAMILY PROGRAM 978 646 2271 T-425 P.003/008 F-017

License No. GH766

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

JEWISH SERVICES FOR THE DEVELOPMENTALLY DISABLED OF METROWEST

310 Eisenhower Parkway
Livingston, NJ 07039

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a

Group Home Developmental Disability

for 6 individuals

at

[redacted]

This License is effective from 09/30/2024 to 09/30/2025

Sarah M. Adelman, Commissioner, Department of Human Services

Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Township of West Caldwell | County: Essex

Sponsor: Jewish Association for Special Needs | Developer: Jewish Service for the Dev Dis

Block: 1902 Lot: 1 | Street Address: 7 Essex Place

Facility Name: West Caldwell Group Home

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____
- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households	_____
Low-income clients/households	_____
Moderate-income clients/households	_____
Market-income clients/households	_____

Section 4: For permanent supportive housing:

Total # of units 6, including:

# of very low-income units	6
# of low-income units	_____
# of moderate-income units	_____
# of market-income units	_____

Section 5:

Length of Controls: 50 years

Effective Date of Controls: 11/1/1998

Expiration Date of Controls: 10/31/1948

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

Section 6:

- ■ CO Date: 1998

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: 1/1/1998

Current License Date: 10/1/2014

Section 7:

Has the project received project-based rental assistance? ☑ Yes ☐ No; Length of commitment: 50 years

Other operating subsidy sources: _____; Length of commitment: _____ years

Is the subsidy renewable? ☐ Yes ☑ No

Section 8: The following verification is attached:

- ☑ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No

Population Served (describe): ~~developmentally disabled~~

Age-restricted? ☑ Yes ☐ No

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

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

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

CERTIFICATIONS

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

Certified by: Linda Press, Executive Director — 11/11/2014

Project Administrator — Date

Certified by: _____ — _____

Municipal Housing Liaison — Date

Appendix M | 2019 Memorandum issued by Robert McLoughlin

Township of West Caldwell

MEMORANDUM

Date: October 18, 2019

To: Nikole Baltycki, Administrator

From: Robert McLoughlin, Construction Official

Re: Group Home Inspections – Township of West Caldwell

Group Homes in Township of West Caldwell:

1. 21 Beechtree Road (Block 3301, Lot 4) – five (5) bedrooms
2. 249 Passaic Avenue (Block 3301, Lot 32) – four (4) bedrooms
3. 7 Essex Place (Block 1902, Lot 1) – four (4) bedrooms
4. 11 Twin Brook Road (Block 1103, Lot 14) – four (4) bedrooms

Appendix N | JASN 249 Passaic Avenue Current License, Supportive and 2014 Special Needs Housing Survey

License No. GH963

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

JEWISH SERVICES FOR THE DEVELOPMENTALLY DISABLED OF METROWEST

310 Eisenhower Parkway
Livingston, NJ 07039

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a

Group Home Developmental Disability

for 4 individuals

at

[redacted]

This License is effective from 09/30/2024 to 09/30/2025

Sarah M. Adelman, Commissioner, Department of Human Services

Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Township of West Caldwell | County: Essex

Sponsor: Jewish Service for the Dev Dis | Developer: _____

Block: 3301 Lot: 32 | Street Address: 249 Passaic Avenue

Facility Name: Passaic Ave. Group Home

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____
- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

- Very low-income clients/households _____
- Low-income clients/households _____
- Moderate-income clients/households _____
- Market-income clients/households _____

Section 4: For permanent supportive housing:

Total # of units 4, including:

- # of very low-income units 4
- # of low-income units _____
- # of moderate-income units _____
- # of market-income units _____

Section 5:

Length of Controls: _____ years

Effective Date of Controls: _____

Expiration Date of Controls: _____

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

Section 6:

☐ CO Date: 2000

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: 12/1/2000

Current License Date: 8/31/2014

Section 7:

Has the project received project-based rental assistance? ☐ Yes ☑ No; Length of commitment: _____ years

Other operating subsidy sources: _____; Length of commitment: _____ years

Is the subsidy renewable? ☐ Yes ☐ No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No

Population Served (describe): ~~developmentally disabled~~

Age-restricted? ☑ Yes ☐ No

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

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

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

CERTIFICATIONS

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

Certified by: Linda Press, Executive Director — 11/11/2014

Project Administrator — Date

Certified by: _____ — _____

Municipal Housing Liaison — Date

Appendix O | Heritage 2014 Sample Deed Restriction, Affordable Unit Census

updated June 2007

PREPARED BY:

CHRISTOPHER M. PUZZELE, ESQ.

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed

NEW CONSTRUCTION

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

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this the 15 day of May, 2014 by and between

AMERICAN PROPERTIES AT WEST CALDWELL, L.L.C., A New Jersey Limited Liability Company (Grantor) and

JOSEPH S. SHUM and CHONG F. SHUM, Husband and Wife, (Grantee)

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of **ONE HUNDRED EIGHTEEN THOUSAND AND 00/100 DOLLARS** ---------- **($118,000.00)**, the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Township of West Caldwell, County of Essex, State of New Jersey, and described more specifically as Block No. **1600** Lot No. **25** Tax Qualifier **C0006**, and known by the street address:

6 McNish Way, West Caldwell, New Jersey

Article 3. Grantor's Covenant

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

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

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

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 et seq., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

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

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

EXECUTION BY GRANTOR

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

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

AMERICAN PROPERTIES AT WEST CALDWELL, L.L.C., A New Jersey Limited Liability Company

BY: _____ [seal]
Randy J. Csik, Managing Member

_____ [seal]

_____ [seal]

updated June 2007

State of New Jersey, County of MIDDLESEX

I CERTIFY that on May 15, 2014, RANDY J. CSIK, Managing Member of Heritage at West Caldwell, L.L.C., A New Jersey Limited Liability Company, Managing Member of American Properties at West Caldwell, L.L.C., A New Jersey Limited Liability Company, personally came before me and acknowledged under oath, to my satisfaction, that:

(a) He signed, sealed and delivered this Deed as Managing Member of American Properties at West Caldwell, L.L.C., A New Jersey Limited Liability Company, the entity named in this Deed;
(b) This Deed was signed and made by the Limited Liability Company as its voluntary act and deed by virtue of authority from its Certificate of Formation and Operating Agreement and as duly authorized by a proper resolution of the Managing Member; and
(c) The full and actual consideration paid or to be paid for the transfer of title is $118,000.00 (Such consideration is defined in N.J.S.A. 46:15-5):

L. S. Parusa

LINDA S. PARUSA
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES JANUARY 31, 2018

SCHEDULE A

BEING all that real property in the Township of West Caldwell, County of Essex and State of New Jersey, more particularly described as follows:

Unit No. 3 in Building No. 13 in the development known as Heritage at West Caldwell, A Condominium, which Unit has been more specifically defined in the Master Deed for Heritage At West Caldwell, A Condominium, dated July 23, 2012, recorded August 8, 2012, in the Essex County Register's Office in Book 12382 Page 9209 amended by First Amendment and Supplement to the Master Deed dated June 10, 2013 and recorded June 17, 2013 in the Essex County Register's Office in Book 12440 Page 2005; amended by Second Amendment and Supplement to the Master Deed dated June 10, 2013 and recorded July 11, 2013 in Book 12444 Page 9849 and as it may be lawfully amended from time to time, and which Unit is hereby conveyed in conformity with N.J.S.A. 46:8B-10 et seq., and includes the fee in an undivided 1.06 percentage interest in the common elements of the Condominium as the common elements are defined in the Master Deed.

Being also known as **Tax Block No. 1600, Lot No. 25 Tax Qualifier C0006** on the Tax Map of the Township of West Caldwell, County of Essex and State of New Jersey.

THIS CONVEYANCE IS SUBJECT to the conditions, easements, restrictions, covenants and agreements set forth in the Master Deed, the Articles of Incorporation and the By-Laws for Heritage at West Caldwell Condominium Association, Inc.; easements and restrictions, if any, in effect as of the date of this deed; such facts as an accurate survey and inspection of the premises may disclose; and ordinances, statutes and regulations of Municipal, County, State and Federal Governments, and their effect.

THIS CONVEYANCE IS SUBJECT to the Grantor's right to enter into, upon, over or under the common elements conveyed until the expiration of two (2) years from the date of the last conveyance of Grantor's Units in the Condominium to a Unit purchaser, and until Grantor's bond with the municipality has been released for such purposes as may be reasonably necessary for the Grantor or his agents to complete the development project of which this Unit is a part. With regard to this individual Unit, this provision shall be effective for two (2) years from the date of closing of title.

THIS CONVEYANCE IS SUBJECT to an irrevocable power of attorney granting to Grantor herein the express right to execute, acknowledge, deliver and record any amendments or other documents evidencing consent to any and all amendments to the Master Deed, the By-Laws of Heritage at West Caldwell Condominium Association, Inc. or any other documents which are contemplated by the Master Deed or By-Laws. These documents may be required by any bank, mortgage bank or other institutional lender designated by the Grantor to make mortgage loans on the Units or land, or by the

laws and/or regulations of any governmental authority having jurisdiction with regard to the Condominium, all as set forth in the Master Deed. Said power of attorney shall be in effect until the last unit is conveyed or for a period of no longer than seven (7) years from the date the first Unit is conveyed to an individual purchaser, whichever occurs first. The Grantor may not exercise its authority under the power of attorney without written consent of the Grantee if the amendment would substantially change the floor plan of the Unit, the percentage interest in the common elements, increase the financial obligations of the Grantee under the Condominium documents, or reserve any additional or special privileges for the Grantor which are not already contained in the Condominium documents.

BY ACCEPTANCE OF THIS DEED, the Grantee hereby irrevocably appoints and constitutes the Grantor as Grantee's attorney-in-fact to make any future amendments or revisions of the Master Deed, in accordance with, and subject to the limitations contained in, the power of attorney described in the Master Deed.

THE GRANTEE, for itself, its successors, heirs and assigns, agrees to become a member of Heritage at West Caldwell Condominium Association, Inc., to abide by the By-Laws of the Association, and agrees to be subject to the provisions of the Master Deed and amendments thereto.

GIT/REP-3
(5-12)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

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

Names(s)

AMERICAN PROPERTIES AT WEST CALDWELL, L.L.C., A New Jersey Limited Liability Company

Current Resident Address:

Street: 517 Route 1 South

City, Town, Post Office | State | Zip Code

Iselin | NJ | 08830

PROPERTY INFORMATION (Brief Property Description)

Block(s) | Lot(s) | Qualifier

1600 | 25 | C0006

Street Address:

6 McNish Way

City, Town, Post Office | State | Zip Code

West Caldwell | NJ | 07006

Seller's Percentage of Ownership | Consideration | Closing Date

100% | $118,000.00 | May 15, 2014

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

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

   ☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

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

May 15, 2014
Date

Date

AMERICAN PROPERTIES AT WEST CALDWELL, L.L.C., A NJ Limited Liability Company,

BY: HERITAGE AT WEST CALDWELL, L.L.C., A NJ Limited Liability Company, Managing Member

BY: _____
Randy J. Osik, Managing Member

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

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

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

STATE OF NEW JERSEY }SS.

COUNTY MIDDLESEX County Municipal Code 0721

MUNICIPALITY OF PROPERTY LOCATION WEST CALDWELL

FOR RECORDER'S USE ONLY	
Consideration	$
RTF paid by seller	$
Date	By

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

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

Deponent, Christopher M. Puzzele, Esq. (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Legal Representative (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated May 15, 2015 transferring real property identified as Block number 1600 Lot number 25 C0006 located at 6 McNish Way, West Caldwell, NJ 07006 (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 118,000.00 *(Instructions #1 and #5 on reverse side)* ☒ no prior mortgage to which property is subject.

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

(3A) **REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:**
(Instructions #5A and #7 on reverse side)

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

$_____ + _____% = $_____

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

(4) FULL EXEMPTION FROM FEE *(Instruction #8 on reverse side)*

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

(5) PARTIAL EXEMPTION FROM FEE *(Instruction #9 on reverse side)*

NOTE: All boxes below apply to grantor(s) *only*. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over.* *(Instruction #9 on reverse side for A or B)*

B. BLIND PERSON Grantor(s) ☐ legally blind or; *

DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet **all of the following** criteria:
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING *(Instruction #9 on reverse side)*
☒ Affordable according to H.U.D. standards. ☒ Reserved for occupancy.
☒ Meets income requirements of region. ☒ Subject to resale controls.

(6) NEW CONSTRUCTION *(Instructions #2, #10, #12 on reverse side)*
☒ Entirely new improvement. ☒ Not previously occupied.
☒ Not previously used for any purpose. ☒ **"NEW CONSTRUCTION"** printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES *(Instructions #5, #12, #14 on reverse side)*
☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

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

Subscribed and sworn to before me this 15 day of May, 20 14

Signature of Deponent

Christopher M. Puzzele, Esq.
HUTT & SHIMANOWITZ, P.C.
Woodbridge, NJ 07095
Deponent Address

XXX-XXX-9 9 7
Last three digits in Grantor's Social Security Number

American Properties at West Caldwell, LLC
Grantor Name

517 Route 1 South
Iselin, NJ
Grantor Address at Time of Sale

Prodigy Title, LLC
Name/Company of Settlement Officer

LINDA S. PARUSA
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES JANUARY 31, 2018

FOR OFFICIAL USE ONLY			
Instrument Number		County	
Deed Number		Book	Page
Deed Dated		Date Recorded	

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

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

Council on Affordable Housing
Unit Information - New Construction
WEST CALDWELL TWP,ESSEX

Project Name: Heritage West Caldwell -- Project ID: 19971

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford-ability	Municipal Subsidy	Effect. Date of Afford-ability Controls	Sale/ Transfer Date	Per-Petual Flag	Length of Afford-ability Controls	Date Afford-ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
10 McNish Way	B: 1600-; L: 25-; Q: c0010; Unit:	07/22/14	13-028 07/22/14	$145,000.00	0%	$0.00	07/29/14	07/29/14	N	30		1/1	Sale Low Income 3 Bedroom Family	
12 McNish Way	B: 1600-; L: 25-; Q: c0012; Unit:		13-029	$199,000.00	0%	$0.00	01/12/16	01/12/16	N	30		1/1	Moderate Income Sale 3 Bedroom Family	
42 McNish Way	B: 1600-; L: 25-; Q: c0042; Unit:			$161,000.00	0%	$0.00	07/13/15	07/13/15	N	30		1/1	Moderate Income Sale 2 Bedroom Family	

Council on Affordable Housing
Unit Information - New Construction
WEST CALDWELL TWP,ESSEX

Project Name: Heritage West Caldwell -- Project ID: 19971

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford-ability	Municipal Subsidy	Effect. Date of Afford-ability Controls	Sale/ Transfer Date	Per-Petual Flag	Length of Afford-ability Controls	Date Afford-ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
44 McNish Way	B: 1600-; L: 25-; Q: c0044; Unit:			$125,000.00	0%	$0.00	06/12/15	06/12/15	N	30		1/1	Sale 2 Bedroom Low Income Family	
46 McNish Way	B: 1600-; L: 25-; Q: c0046; Unit:			$167,950.00	0%	$0.00	06/19/15	06/19/15	N	30		1/1	Moderate Income Sale 2 Bedroom Family	
48 McNish Way	B: 1600-; L: 25-; Q: c0048; Unit:			$95,000.00	0%	$0.00	06/30/15	06/30/15	N	30		1/1	Sale 1 Bedroom Low Income Family	

Council on Affordable Housing
Unit Information - New Construction
WEST CALDWELL TWP,ESSEX

Project Name: Heritage West Caldwell -- Project ID: 19971

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford-ability	Municipal Subsidy	Effect. Date of Afford-ability Controls	Sale/ Transfer Date	Per-Petual Flag	Length of Afford-ability Controls	Date Afford-ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
50 McNish Way	B: 1600-; L: 25-; Q: c0050; Unit:			$125,000.00	0%	$0.00	07/09/15	07/09/15	N	30		1/1	Sale 2 Bedroom Low Income Family	
6 McNish Way	B: 1600-; L: 25-; Q: c006; Unit:	05/12/14	13-026 05/12/14	$118,000.00	0%	$0.00	02/13/20	02/13/20	N	30		1/1	Sale 2 Bedroom Low Income Family	
8 McNish Way	B: 1600-; L: 25-; Q: c008; Unit:	06/24/14	13-027 06/24/14	$152,000.00	0%	$0.00	06/27/14	06/27/14	N	30		1/1	Moderate Income Sale 2 Bedroom Family	

Council on Affordable Housing
Unit Information - New Construction
WEST CALDWELL TWP,ESSEX

Project Name: Heritage West Caldwell -- Project ID: 19971

Unit Address	Blk/Lot/ Qual/Unit	Building Permit Complete Date	C.O. Num/ Date	Initial Sale or Retail Sale	% of Afford-ability	Municipal Subsidy	Effect. Date of Afford-ability Controls	Sale/ Transfer Date	Per-Petual Flag	Length of Afford-ability Controls	Date Afford-ability Controls Removed	Completed/ Credit worthy	Unit Categories	Unit Flags
Total Units					**Total Avg % Afford-ability**	**Total Municipal Subsidy**						**Total Completed/ Credit Worthy**		
9					0%	$0.00						9 / 9		

Appendix P | Arc of Essex 45 Beechtree Road Resolution 23-182, MOU, Deed Restriction, License

Resolution

Resolution No. 23-182 By: Councilwoman Canale

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF WEST CALDWELL, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF WEST CALDWELL AND THE ARC OF ESSEX COUNTY.

For the Meeting of June 20 in the Year of 2023

A RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WEST CALDWELL, ESSEX COUNTY, NEW JERSEY

WHEREAS, in compliance with the New Jersey Supreme court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 7, 2015, the Township filed an action with the Essex County Superior Court of New Jersey, entitled In the Matter of the Application of the Township of West Caldwell, County of Essex, Docket No. ESX-L-4910-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan in addition to related reliefs; and

WHEREAS, the Court issued an Order on October 15, 2021, granting the Township a Conditional Judgment of Compliance and Repose, with the requirement that the Township satisfy the conditions of the Order, including those identified in the Special Master's Report, dated September 20, 2021; and

WHEREAS, one of the Township's conditions required crediting documentation for Universal Institute, a 4-unit group home within the plan; and

WHEREAS, the Township was unable to obtain satisfactory crediting information relative to Universal Institute, which created a 4-unit gap in the Township's plan; and

WHEREAS, the Township entered into a consent order with the Fair Share Housing Center dated May 12, 2023, wherein the 4-unit gap in its Housing Element and Fair Share Plan was satisfied by entering into an agreement with ARC of Essex County for the acquisition/or construction of a four (4) bedroom group home/supportive housing facility, which the Township has pledged $300,000.00 from the Township's affordable housing trust fund to assist with the acquisition; and

WHEREAS, the Township and the ARC of Essex wish to enter into a memorandum of understanding outlining their duties and obligations; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of West Caldwell, County of Essex, State of New Jersey:

1. The memorandum of understanding is approved and the Mayor and Municipal Clerk are hereby authorized to execute the Memorandum of Understanding with the ARC of Essex County, attached as **Exhibit A**, subject to any de minims revisions from Counsel.

2. The appropriate Township officials and professionals are hereby authorized to take all actions necessary to carry out and complete the terms of the Memorandum of Understanding and seek court approval of same, if necessary.

It is hereby certified by the Township Clerk that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey, being held on the date of June 20, 2023, the foregoing Resolution was duly adopted.

Acting Township Clerk

The foregoing Resolution, having been duly presented to me on June 21, 2023, I hereby **approve** the same.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
MICHAEL DOCTEROFF	X			
JOSEPH CECERE	X			
STANLEY HLADIK	X			
STEPHEN WOLSKY	X			
KATHY L. CANALE	X			
MICHAEL CRUDELE	X			
MAYOR TEMPESTA (IF TIE)				

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 20th day of June, 2023, by and between the Township of West Caldwell ("Township") and the ARC of Essex County ("Developer").

General Terms

1. The Developer shall acquire title to the property located at 45 Beechtree Road, West Caldwell Township, New Jersey, being designated as Block 3303 Lot 3, on the Tax Assessment Map of the Township of West Caldwell (the "Property").

2. The Township and the Developer seek to cause to be operated on the Property a group home or supportive housing for people with intellectual and/or developmental disabilities (the "Project"). The unit count and scope of the Project will be developed in a manner consistent with the Township's Housing Element and Fair Share Plan ("Plan") and its proposed or final Settlement Agreement with Fair Share Housing Center ("FSHC") relative to the four- (4) unit gap left by the Universal Institute project. The Project shall yield at least four bedrooms. The Project shall be consistent with COAH and Uniform Housing Affordability Council regulations and shall be credit-worthy against the Township's Round 3 affordable housing obligation. The affordable units shall be deed restricted for a period of at least 30 years.

3. Developer will seek municipal public funding in the amount of $300,000 from the Township's affordable housing trust fund for the acquisition of the Property. Developer's obligation to purchase the Property shall be specifically conditioned upon the Township providing such acquisition financing.

4. Closing shall occur promptly after the Township provides a commitment to provide the funding necessary for acquisition of the Property by Developer.

5. A deed restriction, in a form acceptable to the Township, shall be provided to the Township within 10 business days of the closing. The deed restriction shall be recorded within 30 days once the form of the deed is agreed upon or 30 days following closing on the property, whichever is later.

6. The Township and Developer represent to each other than this MOU has been authorized by appropriate resolution adopted by the parties hereto.

7. This MOU may be executed in several counterparts, each of which shall be deemed original and such counterparts shall together constitute but one and the same Agreement. The execution of this MOU by any of the parties may be evidenced by email or facsimile transmission of such parties' signature and such signature shall be deemed to constitute the original signatures of such party hereto.

TOWNSHIP OF WEST CALDWELL

ATTEST:

ATTEST:

ARC of Essex County

By:

Essex County Register Document Summary Sheet

ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES

HALL OF RECORDS - ROOM 130

465 DR. MARTIN LUTHER KING BLVD

NEWARK NJ 07102

Transaction Identification Number	6876338	8388998

Recorded Document to be Returned by Submitter to:

HILL WALLACK, LLP

21 ROSZEL ROAD

P. O. BOX 5226

PRINCETON, NJ 08540

Official Use Only

JUAN M. RIVERA, JR
REG. OF DEEDS & MORTGAGES
ESSEX COUNTY
New Jersey

DOCUMENT TYPE
1
INSTRUMENT NUMBER
2023062956
RECORDED ON
Oct 19, 2023
8:55:28 AM
Total Pages: 7

NJ PRESERVATION ACCOUNT	$30.00
REGISTER RECORDING FEE	$40.00
HOMELESSNESS TRUST FUND	$3.00
CODE BLUE EMERGENCY SHELTER SERVICES	$2.00
TOTAL PAID	$75.00

INV: 674911 USER: NT

Submission Date *(mm/dd/yyyy)*	10/17/2023
No. of Pages *(excluding Summary Sheet)*	5
Recording Fee *(excluding transfer tax)*	$85.00
Realty Transfer Tax	$0.00
Total Amount	$85.00
Document Type	DEED-NO CONSIDERATION

Electronic Recordation Level L2 - Level 2 (With Images)

Municipal Codes

ESSEX COUNTY 99

749368

Additional Information (Official Use Only)

**** DO NOT REMOVE THIS PAGE.***
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF ESSEX COUNTY REGISTER FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.

Essex County Register Document Summary Sheet

	Type	DEED-NO CONSIDERATION			
	Consideration	$0.00			
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date	08/29/2023			
	Reference Info				
	Book ID	**Book**	**Beginning Page**	**Instrument No.**	**Recorded/File Date**

DEED-NO CONSIDERATION	**GRANTOR**	**Name**	**Address**
		THE ARC OF ESSEX COUNTY INC	123 NAYLON AVENUE, LIVINGSTON, NJ 07039
	GRANTEE	**Name**	**Address**
		TOWNSHIP OF W CALDWELL	30 CLINTON ROAD, WEST CALDWELL, NJ 07006

Parcel Info					
Property Type	**Tax Dist.**	**Block**	**Lot**	**Qualifier**	**Municipality**
	99	3303	3		99

**** DO NOT REMOVE THIS PAGE.***
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF ESSEX COUNTY REGISTER FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.

Record and Return to:
Kenneth R. Sauter, Esq.
Hill Wallack LLP
240 Cedar Knolls Road, Suite 400
Cedar Knolls, New Jersey 07927

Declaration of Covenants, Conditions and Restrictions
Implementing Affordable Housing Controls (the "Declaration")

Covenants Restricting Group Home Use

THIS DECLARATION is made on or as of August 29, 2023 by and between:

The Arc of Essex County, Inc., a New Jersey nonprofit corporation, having an address at 123 Naylon Avenue, Livingston, New Jersey 07039 ("**The Arc**"), and

Township of West Caldwell, in Essex County, a municipal corporation of the State of New Jersey, having an address at 30 Clinton Road, West Caldwell, New Jersey 07006 ("**West Caldwell**").

A. The Arc is the owner of land located in the Township of West Caldwell, County of Essex and State of New Jersey, and described more specifically as 45 Beechtree Road, (Block 3303, Lot 3), which it acquired by Deed dated June 28, 2023 and recorded in the Essex County Register's Office on July 17, 2023 as Instrument #2023042533 on which there exists a residential dwelling that will be used as a four (4) or more bedroom affordable income group home for developmentally disabled persons (the "**Group Home**").

B. Municipalities within the State of New Jersey have a constitutional obligation to provide affordable housing and are required by the Fair Housing Act (P.L. 1985, c. 222) (hereinafter the "**Act**") to provide for their fair share of housing that is affordable to households with eligible incomes in accordance with the provisions of the Act.

C. The Act requires that municipalities ensure that such designated housing remains affordable for a designated period of time.

D. To address its affordable housing obligation, West Caldwell entered into a funding agreement with The Arc to advance $300,000.00 for four (4) affordable housing credits (bedrooms) created by The Arc for an alternative living arrangement (group home) for developmentally disabled individuals as more fully set forth in a Memorandum of Understanding (the "**MOU**") made on or as of June 20, 2023, a copy of which is attached in Exhibit A to and is incorporated in this Declaration.

E. The purpose of this Declaration is to ensure that the Group Home remains affordable to eligible households for the Control Period described in this Declaration.

NOW THEREFORE, in consideration of the payment in the sum of $300,000 for improvements to the Group Home, it is the intent of this Declaration to insure that the affordability controls are recorded on the Property so as to bind the owner of the Property to the covenants, conditions, and restrictions contained in this Declaration; to notify all future purchasers that the Group Home on the Property is encumbered with affordability controls; and to enable West Caldwell to take such actions as may be necessary to maintain the affordability controls for at least thirty (30) years.

ARTICLE 1. AFFORDABLE HOUSING CONTROLS

The following covenants (the "**Covenants**") shall run with the Property for a period of thirty (30) years from the date of the filing of this Declaration (the "**Control Period**"):

A. Sale and use of the Property and Group Home is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 N.J.A.C. 5:80-26. 1, et seq. (the "**Uniform Controls**").

B. The Property and Group Home shall be used solely for the purpose of providing dwelling units for qualified persons in need of alternative living arrangements, and no commitment for this Group Home shall be given or implied, without securing documentation permitting and authorizing the Administrative Agent (as defined below) to issue a certificate of eligibility.

C. So long as the Group Home remains within its Control Period, its sale may only be undertaken if West Caldwell is notified of the proposed sale at least thirty (30) days prior thereto and if the sale is in conformance with the administrative regulations governing the sale of a dwelling subject to affordable housing controls as approved in advance by West Caldwell. West Caldwell agrees that its approval shall not be unreasonably withheld, delayed or conditioned.

D. No improvements may be made to the Group Home that would reduce its bedroom configuration to less than four (4) bedrooms unless requested by The Arc and approved by West Caldwell, and in accordance with all applicable regulations as they may be amended from time to time.

E. The Arc and its successors and assigns shall notify West Caldwell of any foreclosure actions filed with respect to the Property within five (5) business days of service upon The Arc or its successors or assigns.

F. The Arc and its successors and assigns shall notify West Caldwell within three (3) business days of the filling of any petition for protection from creditors or reorganization filed by or on behalf of the owner of the Property.

G. The affordability controls will remain in effect despite the occurrence of any of the following events: a sublease or assignment of the lease of the Group Home; a sale or other voluntary or involuntary transfer of the ownership of the Group Home; or, the entry and enforcement of any judgment of foreclosure.

ARTICLE 2. REMEDIES FOR BREACH OF DECLARATION

A breach of this Declaration will cause irreparable harm to West Caldwell and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26.1, and the obligation for the provision of affordable housing. Accordingly, in the event of a threatened or actual breach of this Declaration by The Arc, West Caldwell shall have all remedies provided at law or equity, including, but not limited to, those set forth in the administrative regulations governing affordable housing and the right to seek injunctive relief or specific performance.

ARTICLE 3. OTHER PROVISIONS

The Arc shall cooperate in following and complying with the Fair Housing Act and with all rules and regulations of the Council on Affordable Housing ("**COAH**"), any successor State agency, and the

New Jersey courts, and shall cooperate in any and all necessary actions, to the extent such cooperation is necessary to assist West Caldwell in securing maximum credits for the Group Home, thereby assisting West Caldwell in fulfilling its affordable housing obligation. The Arc shall complete COAH affordable housing monitoring forms within ten (10) days of a request by West Caldwell or its Affordable Housing Administrator (the "**Administrative Agent**").

ARTICLE 4. BINDING AGREEMENT

This Declaration shall be binding on The Arc and its successors and assigns, and shall run with the land.

IN WITNESS WHEREOF, The Arc has caused this Declaration to be executed by its duly authorized and proper officer on or as of 8/29, 2023.

ATTEST:

Name: Frank Cinque

The Arc of Essex County, Inc.

By: _____
Linda C. Lucas, Chief Executive Officer

STATE OF NEW JERSEY)
)SS:
COUNTY OF ESSEX)

I certify that on August 29, 2023 Linda Lucas personally came before me and this person acknowledged under oath to my satisfaction that:

(a) This person signed and delivered the attached document as Chief Executive Officer of the corporation of the State of New Jersey named in this document; and

(b) This document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

JASMIN MEDINA
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50138244
MY COMMISSION EXPIRES SEPTEMBER 30, 2026

EXHIBIT A

MEMORANDUM OF UNDERSTANDING DATED JUNE 20, 2023

[To be attached]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 20th day of June, 2023, by and between the Township of West Caldwell ("Township") and the ARC of Essex County ("Developer").

General Terms

1. The Developer shall acquire title to the property located at 45 Beechtree Road, West Caldwell Township, New Jersey, being designated as Block 3303 Lot 3, on the Tax Assessment Map of the Township of West Caldwell (the "Property").

2. The Township and the Developer seek to cause to be operated on the Property a group home or supportive housing for people with intellectual and/or developmental disabilities (the "Project"). The unit count and scope of the Project will be developed in a manner consistent with the Township's Housing Element and Fair Share Plan ("Plan") and its proposed or final Settlement Agreement with Fair Share Housing Center ("FSHC") relative to the four- (4) unit gap left by the Universal Institute project. The Project shall yield at least four bedrooms. The Project shall be consistent with COAH and Uniform Housing Affordability Council regulations and shall be credit-worthy against the Township's Round 3 affordable housing obligation. The affordable units shall be deed restricted for a period of at least 30 years.

3. Developer will seek municipal public funding in the amount of $300,000 from the Township's affordable housing trust fund for the acquisition of the Property. Developer's obligation to purchase the Property shall be specifically conditioned upon the Township providing such acquisition financing.

4. Closing shall occur promptly after the Township provides a commitment to provide the funding necessary for acquisition of the Property by Developer.

5. A deed restriction, in a form acceptable to the Township, shall be provided to the Township within 10 business days of the closing. The deed restriction shall be recorded within 30 days once the form of the deed is agreed upon or 30 days following closing on the property, whichever is later.

6. The Township and Developer represent to each other than this MOU has been authorized by appropriate resolution adopted by the parties hereto.

7. This MOU may be executed in several counterparts, each of which shall be deemed original and such counterparts shall together constitute but one and the same Agreement. The execution of this MOU by any of the parties may be evidenced by email or facsimile transmission of such parties' signature and such signature shall be deemed to constitute the original signatures of such party hereto.

ATTEST:

ATTEST:

TOWNSHIP OF WEST CALDWELL

ARC of Essex County

By:

License No. GH3091

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

ARC OF ESSEX COUNTY

123 Naylon Ave
Livingston, NJ 07039-1005

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a

Group Home Developmental Disability

for 4 individuals

at

[redacted]

This License is effective from 02/28/2025 to 02/28/2026

Sarah M. Adelman, Commissioner, Department of Human Services

Appendix Q | Administrative Agent Rehabilitation Program Resolution

Resolution

Resolution No. 25-036 By: Councilwoman Canale

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH COMMUNITY GRANTS, PLANNING & HOUSING, LLC FOR PROFESSIONAL HOUSING REHABILITATION SERVICES FOR THE TOWNSHIP OF WEST CALDWELL

For the Meeting of January 4 in the Year of 2025

A RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WEST CALDWELL, ESSEX COUNTY, NEW JERSEY

WHEREAS, the Township of West Caldwell ("the Township") has a need to retain professional services to administer a rehabilitation program related to its ongoing affordable housing obligations; and

WHEREAS, the firm of Community Grants, Planning and Housing, LLC (CGP&H) has submitted a proposal relating administration of the Township's housing rehabilitation program; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Caldwell, in the County of Essex, as follows:

1. The Township of West Caldwell will execute an agreement with Community Grants, Planning & Housing, LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 not to exceed $5,500.00.

2. All Township officials are hereby authorized and directed to take any and all action necessary and appropriate to effectuate the terms of this Resolution.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on January 4, 2025, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on January 6, 2025, I hereby **approve** the same.

Joseph Tempesta Jr.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
STEPHEN WOLSKY	X			
JOSEPH CECERE	X			
MICHAEL DOCTEROFF	X			
KATHY L. CANALE	X			
MICHAEL CRUDELE	X			
ROBERT SCHOTT	X			
MAYOR TEMPESTA (IF TIE)				

Appendix R | Home Improvement Operating Manual

Home Improvement Program

Policies and Procedures Manual

Township of West Caldwell

New Jersey

Created January 25, 2021

Prepared by:

CGP&H
Community Grants, Planning & Housing
Good People. Great Results. Since 1993.

1249 South River Road, Suite 301
Cranbury, NJ 08512-3633
609/664-2769 www.cgph.net

Home Improvement Program

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Home Improvement Program

Polices & Procedures Manual

I. INTRODUCTION

The purpose of this document is to establish policies, guidelines and procedures which will govern the Home Improvement Program (HIP). The HIP was created by the Township to assist properties occupied by very low, low and moderate-income households to correct all existing interior and exterior health, safety and code violations in conformity with the standards of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6. Additionally, the HIP was designed to address West Caldwell's housing rehabilitation obligation, as documented in the Township's Settlement Agreement entered into between the Township and Fair Share Housing Center (FSHC), dated June 16, 2020. The HIP is guided by N.J.A.C. 5:93-5.2 and is subject to all laws, regulations, ordinances, and codes of the New Jersey Department of Community Affairs (DCA) and the Township of West Caldwell [1]. The Township of West Caldwell has contracted with Community Grants, Planning & Housing LLC (CGP&H), a private consulting firm specializing in the implementation of publicly-funded housing rehabilitation programs, to manage and administer the HIP. The Program's funding source will be municipal affordable housing trust funds. If the funding source changes, the manual will be updated to reflect the change as well as changes to regulation requirements, if any.

A. Fair Housing and Equal Housing Opportunities

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

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

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

II. ELIGIBLE PARTICIPANTS

A. Program Area

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

B. Categories of Participants

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

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

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

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

C. Income Limits

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions,

dividend/interest income, alimony, etc. Each unit's total household income must fall within or below the State's moderate-income limits based on family size.

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

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

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

D. Application Selection

At program start-up, and if and when the homeowner intake demand exceeds the number of openings, applications will be prioritized based on the reported income of the household as a percentage of the maximum allowable income for households of that size. This will give priority to the lowest income applicants and assist the municipality in reaching its goal of providing assistance to a minimum of 50% of the properties comprising of low income households. Otherwise, the Program will process new applicants added to the waiting list/applicant pool on a first-come, first served basis, to qualified applicants. If and when there is a waiting list, priority will be given to homeowners with less than $300,000 in liquid assets. Assets in federally recognized retirement accounts do not apply to the liquid asset limit. The HIP will establish the waiting list from the program marketing efforts identified in Section IX of this manual.

Emergency Processing Order

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

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

A. The repair problem is an immediate and serious threat to the health and safety of the building's residents

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

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

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

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

III. ELIGIBLE ACTIVITIES

A. Eligible Improvements

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

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

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

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

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

B. Ineligible Improvements

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

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

C. Rehabilitation Standards

Funds are to be used for work and repairs required to make the unit standard and abate all interior and exterior violations of the New Jersey State Housing Code, N.J.A.C. 5:28 and the Rehabilitation Subcode, N.J.A.C. 5:23-6, and Chapter 15 of the Township's local property maintenance code (of which the more restrictive requirements will apply), conserve energy and remove health and/or safety hazards; and any other work or repairs, including finishing and painting, which are directly related to the above listed objectives. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

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

D. Certifications of Substandard/Standard

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

IV. FUNDING TERMS FOR OWNER OCCUPIED AND INVESTOR OWNED UNITS

Funding will be provided on the following terms:

A. Terms and Conditions for Owner Occupied Units

Table 1 Owner-Occupied Single Family Home Terms & Conditions

Owner-Occupied Single Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	The municipality may rehabilitate substandard units that require less than $10,000 of work, provided the municipal rehabilitation activity shall average at least $10,000 per unit.
Maximum Loan Amount	$20,000 per unit
Interest Rate	0% (No monthly payments)
Payment Terms:	100% forgivable if homeowner maintains occupancy and title during the 10-year period. Original Principal is due if house is sold and/or title/occupancy changes years 1 through 10 except for *Exceptions to Loan Repayment Terms* section below.
Mechanism for Securing Loan	Mortgage and Mortgage Note recorded against property

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

Exceptions to Loan Repayment Terms above during the lien period:

1. If the loan transfers due to inheritance by a Class A beneficiary who will take occupancy upon death of Program mortgagee/Borrower and assume the lien (income eligibility not a requirement); or if by inheritance by a qualified income eligible non-Class A beneficiary, or

2. If the house is sold at an affordable price pursuant to UHAC to someone who can be qualified as income eligible, takes occupancy and agrees to assume the program lien, or

3. If the house is sold at an affordable price pursuant to UHAC to an investor who assumes the lien and also signs a deed restriction for the remaining duration of the affordability period to rent the dwelling at the affordability controls restricted rental rate and according to the affirmative marketing requirements for re-rentals. When this occurs, the Township's Administrative Agent will be responsible for monitoring compliance over that unit.

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

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

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

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

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

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

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

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

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

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

Table 3 Investor-Owned Terms & Conditions

Investor-Owned Multi-Family Unit Terms and Conditions of Loan	
Minimum Loan Amount	Per N.J.A.C. 5:93-5.2, the municipality may rehabilitate substandard units that require less than $8,000 of work, provided the municipal rehabilitation activity shall average at least $10,000 per unit.
Maximum Loan Amount	$15,000 per rental unit
Interest Rate	0% (No monthly payments)
Payment Terms	Owner pays 25% of rehab cost at construction agreement signing. 75% balance forgiven if in compliance with rental restrictions. The 25% rehab cost is waived for non-profit corporation rentals, if any. Rental restrictions transfer with property. See restrictions below.
Mechanism for Securing Loan	Mortgage, Mortgage Note and Deed Restriction recorded against property

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

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

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

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

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

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

D. Special Needs Waivers for Higher Cost Rehabilitation Projects

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

- The Program will get confirmation of whether or not the homeowner can contribute personal funding.
- If needed, the Program will attempt to partner with other possible funding sources such as the Low Income Home Energy Assistance Program (LIHEAP) or the Essex County's Home Improvement Program.
- The Program reserves the right to make an exception and allow the expenditure of up to an additional $3,000 per unit to address code violations. The Township will consider other situations for special needs waivers. Individual files will be reviewed on a case-by-case basis. Upon Program and Township approval, a Special Needs Funding Limit Waiver may be issued.
- If no viable options, the case will have to be terminated.

E. Use of Recaptured Program Funds

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

V. IMPLEMENTATION PROCESS

A. Application/Interview

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

B. Eligibility Certification

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

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

C. What is Considered Income

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

- Wages, salaries, tips, commissions
- Alimony

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

D. What is Not Considered Income

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

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

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

E. How to Verify Income

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

1. Four current consecutive pay stubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.

2. A signed copy of regular IRS Form 1040 (Tax computation form), 1040A or 1040EZ (as applicable) and state income tax returns filed for the last three years prior to the date of interview or notarized tax waiver letter for respective tax year(s)- A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.

3. If applicable, a letter or appropriate reporting form verifying monthly benefits such as:

   - Social Security or SSI – Current award letter or computer printout letter
   - Unemployment – verification of Unemployment Benefits
   - Welfare -TANF current award letter
   - Disability - Worker's compensation letter or
   - Pension income (monthly or annually) – a pension letter

4. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court (includes separation agreement or divorce papers) or education scholarship/stipends – current award letter;

5. Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing savings and checking accounts (bank statements and passbooks), trust funds, money market accounts, certificate of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates), whole life insurance. Examples include copies of all interest and dividend statements for savings accounts, interest and non-interest bearing checking accounts, and investments;

6. Evidence or reports of income from directly held assets, such as real estate or businesses owned by any household member 18 years and older.

7. Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.

8. Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

F. Additional Income Verification Procedures

1. Student Income

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

2. Income from Real Estate

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

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

G. Other Eligibility Requirements

Applicant to submit the following in the application package:

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

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

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

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

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

I. Sufficient Equity and Carrying Cost

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

J. House Conditions:

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

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

K. Eligibility Scenarios of Multi-Family Structures

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

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

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

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

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

L. Eligibility Certification

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

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

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

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

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

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

N. Contractor Selection

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

The Case Manager will notify at least three (3) currently active contractors that a bid package for the property is available. Each contractor must contact the Case Manager to obtain a full bid package and the contractor must submit a bid to the Case Manager by the submission deadline (usually within three (3) weeks of the date of the bid notification letter). All submitted bids will be opened and recorded by the Program Administrator at a meeting open to all interested parties.

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

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

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

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

O. Pre-Construction Conference/Contract Signing

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

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

The contractor will be provided with information regarding the Lead-Based Paint Poisoning Prevention Act (4a.USC 483 1 (b)). The homeowner will be advised of the hazards of lead base paint in houses built prior to 1978 and provided with the EPA booklet Renovate Right. Both contractor and homeowner will each sign the respective Certifications. Additionally, for houses built prior to 1978, Section VII Lead Base Paint (LBP) applies.

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

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

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

P. Initiate Township Voucher

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

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

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

Q. Progress Inspections

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

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

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

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

R. Change Orders

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

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

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

S. Final Inspection

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

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

Once the contractor has provided the Case Manager with all required job closeout forms, the contractor will be responsible to request the Program's final inspection. The Program Inspector will schedule the final inspection with the homeowner, at which time the Program Inspector will also obtain verbal confirmation from the homeowner that the rehabilitation work has been completed and is ready for inspection. The Program Inspector will then conduct a final inspection to certify that the required property improvements are complete. The homeowner will be present during the final inspection and the contractor will be present if there are issues to resolve.

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

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

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

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

T. Payment Structure and Process

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

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

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

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

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

The Case Manager is to submit the contractor payment request to the Chief Financial Officer and, if acceptable, the payment request will be placed on the upcoming Bill List agenda. The Township will forward to the Case Manager a copy of the executed payment to the contractor for case file records.

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

U. Standard Certification

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

V. Record Mortgage Documentation

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

W. File Closing

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

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

X. Requests for Subordination or Program Loan Payoff

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

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

VI. CONTRACTOR REQUIREMENTS AND RECRUITMENT

A. Marketing

The Program will coordinate with the Township to advertise the availability of construction work on the Township's website and display a contractor outreach poster and handouts in the municipal building, including the local construction office. Additionally, CGP&H will reach out to home improvement contractors registered with Consumer Affairs who are geographically near or in West Caldwell. If determined needed, additional outreach will be conducted in the local newspapers and through the posting of community notices. As necessary, the Program will advertise the availability of construction work by posting information at local building supply

dealers. All interested contractors will have the opportunity to apply for inclusion on the Program Contractor List, which will be made available for the homeowner's use in selecting rehabilitation contractors. The contractor outreach material will also be posted on CGP&H's website.

B. Contractor Qualifications

To qualify, contractors must meet the following minimum requirements:

- Contractors must carry at least $1,000,000 in general liability insurance. The Contractor shall carry full workmen's compensation coverage including Employer's Liability limits of at least $500,000 and statutory state coverage for all his/her employees and those of his/her subcontractors engaged in program rehab work. The Contractor must provide the Case Manager with a certificate of insurance naming the Program as Certificate Holder, and naming the Municipality and CGP&H as additional insureds at time of Program job award; and
- At least three favorable references on the successful completion of similar work; and
- The Contractor's State Business Registration Certificate; and
- Current Consumer Affairs Home Improvement Contractor license; and
- Applicable lead certifications for contractors working on houses built prior to 1978. As identified in the scope of work, the contractor must comply with the EPA Renovation, Repair and Painting (RRP) Rule regarding certification; and
- If claiming prior experience with local, state or federally funding housing rehabilitation programs, a record of satisfactory performance in a neighborhood rehabilitation program or other federal/state programs; and
- Appropriate licenses; e.g. plumbing, electrical.

Contractors must also complete a Contractor Qualification Form. The contractor's qualifications will be reviewed and the references cited will be checked by the Program Inspector before the contractor is awarded a job.

VII. Lead Based Paint (LBP):

For houses built prior to 1978, contractors must comply with the Environmental Protection Agency Renovation, Repair and Painting Rules (40 CFR Part 745) when any work item is marked with (EPA-RRP Rule) in the work specifications. The requirements are spelled out in the General Conditions of the work specifications

VIII. Rental Procedures:

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C.5-80:26.1 et. seq. once the rental units are rehabilitated. In addition to the mortgage and mortgage note, the controls on affordability shall be in the form of a deed restriction.

- If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit be rented to an income eligible household at an affordable rent and affirmatively marketed pursuant to UHAC.
- If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to UHAC.
- Rental Increases: See section VIII C, below.

The municipality's Administrative Agent will administer the rental affordability controls during the 10-year affordability period for each rental property assisted. Landlords are responsible to pay income certification fees for re-rentals.

A. Determining Initial Affordable Rents

The initial maximum affordable rent for a rehabilitated unit is determined by the program staff based on several NJ rules and regulations. The Administrative Agent will make every attempt to price initial rents to average fifty-two percent (52%) of the median income for the household size appropriate to the sized unit within each individual project (N.J.A.C. 5:80-26.3 (d)). Thirty percent (30%) (N.J.A.C. 5:80-26-12 (a)) of that figure is considered the "maximum base rent." Subtracted from the maximum base rent is the cost of all tenant-paid utilities as defined and calculated by the HUD Utilities Allowance figures (updated annually). The remainder becomes the maximum initial rent for that unit. The Home Improvement Program staff can provide potential applicants/landlords with a reasonable estimate of what the maximum base rent will be on their rental unit if they elect to participate in the program.

B. Pricing by Household Size

Initial rents are based on the number of legal bedrooms in each unit. Initial rents must adhere to the following rules.

Table 4 Initial Rental Pricing by Housing Size

Size of Unit	Household Size Used to Determined Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

- **A studio shall be affordable to a one-person household;**
- **A one-bedroom unit shall be affordable to a one- and one-half person household;**
- **A two-bedroom unit shall be affordable to a three-person household;**
- **A three-bedroom unit shall be affordable to a four- and one-half person household; and**
- **A four-bedroom unit shall be affordable to a six-person household.**

The above rules are only to be used for setting initial rents.

C. Determining Rent Increases

Rents for rehabilitated units may increase annually based on the standards in Appendix B, entitled "Approved Calculation of Annual Increases to Income Limits, Resale Prices and Rents" and only upon written notification from the Administrative Agent.

In addition, the Township's Administrative Agent must be used by the Landlord to ensure that all appropriate affirmative marketing and all other affordable housing compliance procedures are followed and will continually oversee compliance for these affordable rental units throughout their restrictive term.

These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. Rents may not be increased more than once a year, may not be increased by more than one approved calculated increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

IX. MARKETING STRATEGY

In coordination with the Township, the Program Administrator will employ a variety of proven strategies to advertise the program within West Caldwell to establish the Program's applicant pool/waiting list. The marketing strategy/plan possibilities include but are not limited to:

- Creation and distribution of Program homeowner outreach posters, flyers and handouts
- Place Program outreach material on the Township's website
- Place Program outreach material on CGP&H's website
- Municipal E-newsletter and paper newsletter (if available)
- Appending announcements and/or flyers to other municipal mailings as they become available (tax, etc.) or direct mailing, if approved by the municipality
- Municipal email blasts and Twitter communication (if available)
- Program marketing will be distributed to local community organizations and major employers including religious organizations, civic groups, senior group, ethnic organizations, etc.
- Free local cable TV advertising (when available)
- Periodic Press releases
- Program group presentations to community organizations or at the Township Municipal Building to prospective homeowners and even to local contractors
- Paid newspaper advertisements (last resort) when deemed necessary and appropriate
- The order of method used will be analyzed to implement the most effective combination of strategies. Extensive marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives.

Available rental units assisted via the HIP will be affirmatively marketed in accordance with the Township of West Caldwell Affordable Housing Affirmative Marketing Plan.

X. MAINTENANCE OF RECORDS AND CLIENT FILES

A. Programmatic Recording

The Program files will include:

- The policies and procedures manual, which will also be updated when applicable.
- An applicant pool will be maintained by the Program staff to track intake of the people interested in the program and the corresponding outgoing application invites.
- A rehabilitation log will be maintained by the Program staff that depicts the status of all applications in progress.

B. Participant Record Keeping

The Program will be responsible for ensuring that individual files for each unit are established, maintained and then submitted to the municipality upon completion. Each completed file will contain a minimum of the following:

- Checklist
- Application form
- Tenant Application form (Rental Units Only) including rental lease
- Proof of ownership
- Income verification (for all households)
- Proof of currency of property tax and water/sewer accounts
- Proof of homeowner extended coverage/hazard insurance (Declaration Page)
- Proof that the municipal lien plus the total of other liens does not exceed the market value of the unit.
- Certification of Eligible Household or Notice of Ineligible Household (whichever is applicable)
- Homeowner/Program Agreement
- Certificate of Substandard
- Work Specifications/Cost Estimate aka Work Write-Up
- Bid Notice
- Contractor bids
- Bid Tabulation

- Construction Agreement
- Mortgage and Mortgage Note, and for rental properties, Deed Restriction
- Notice of Right of Rescission
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Copies of all required permits
- Change orders, if any
- Work progress and final inspection reports
- Copies of contractor payment documentation
- Photographs (Before and After)
- Close-out documents
- Certification of Approval

C. State Reporting

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

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls

- Length of Affordability Controls (yrs.)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

The Program Administrator will provide each completed unit's data for annual monitoring.

D. Financial Recordkeeping

Financial recordkeeping is the responsibility of the Municipal Housing Liaison, with assistance from the Administrative Agent, as may be requested from time to time.

XI. HOUSING ADVISORY COMMITTEE AND APPEALS PROCESS

The Program staff is skilled in effectively achieving resolution of homeowner/contractor disputes, in a fair and documented manner.

If a homeowner refuses to pay the contractor and work has been done to work specification and to the satisfaction of the Program, it may authorize payment to the contractor directly. However, the Program will make a reasonable attempt to resolve the differences before taking this step.

However, on the rare occasion if a homeowner or contractor decides to dispute a Program staff decision, the Program will refer the matter to the Township for further resolution. It is recommended the Township forms a Housing Advisory Committee to mediate and resolve the differences. Homeowners or contractors involved in a dispute will be instructed to submit their concerns in writing. The homeowner or contractor may request a hearing conducted by the Housing Advisory Committee. All Housing Advisory Committee decisions are final. The Housing Advisory Committee formation may occur when the first need arises.

XII. CONCLUSION

If the procedures described in this manual are followed, the Township of West Caldwell's Home Improvement Program should operate smoothly and effectively. Where it is found that a new procedure will eliminate a recurring problem, that procedure may be incorporated into the program operation. In addition, this manual may be periodically revised to reflect changes in local, state and federal policies and regulations relative to the Home Improvement Program.

APPENDIX A - LIST OF PROGRAM FORMS

- Application Transmittal Letter
- Program Information Handout
- Application for Assistance- Homeowner
- Application for Assistance- Landlord (Investor)
- Application for Assistance- Tenant
- Eligibility Release Form
- Checklist
- Special Needs Waiver (Eligibility Requirements)
- Special Needs Waiver (Exceed Program Limit)
- Certification of Eligible Household
- Eligibility Determination Form
- Notification of Eligibility
- Notification of Ineligibility
- Homeowner/Program Agreement
- Certificate of Substandard
- Certificate of Substandard – Emergency Situation
- Letter: forward work write-up and contractor list to homeowner
- Work Write-Up Review form
- Request for Rehabilitation Bid
- Affidavit of Contractor
- Subcontractor Bid Sheet
- Bid Tabulation/Contractor Selection
- Construction Agreement
- Mortgage
- Mortgage Note – single family, multi family, investor versions
- Notice of Right of Rescission
- COAH Deed Restriction (when applicable)
- Homeowner Confirmation of Receipt of EPA Lead Information Pamphlet
- Contractor Confirmation of Receipt of Lead Paint Notice
- Notice to Proceed
- Contractor's Request for Final Inspection
- Change Order Authorization
- Certificate and Release
- Closeout Statement

APPENDIX B – Approved Calculation of Annual Increases to Income Limits, Resale Prices and Rents

Methodology for Calculating Regional Income Limits and Rental Increase:

Income limits for all units that are part of the municipality's Housing Element and Fair Share Plan and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the municipality annually within 30 days of the publication of determinations of median income by HUD as follows:

a. Regional income limits shall be established for the region that the municipality is located within, based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the municipality's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low-income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

b. The income limits attached are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the most recent year and shall be utilized until the municipality updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

c. If at any time, COAH (or a successor administrative agency duly empowered by an amendment to the Fair Housing Act) begins to issue updated annual income limits and

rules for increasing sales prices and rent levels each year, said updated income limits and rules for increasing sales prices and rent levels each year may be used instead of the methodology set forth herein.

In establishing sale prices and rents of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing.

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 24, 2020

2020 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Max Increase Sales***	Regional Asset Limit****
Region 1	Median	$67,166	$71,964	$76,761	$86,357	$95,952	$99,790	$103,628	$111,304	$118,980	$126,656	1.9%	0.84%	$185,539
Bergen, Hudson, Passaic and Sussex	Moderate	$53,733	$57,571	$61,409	$69,085	$76,761	$79,832	$82,902	$89,043	$95,184	$101,325			
	Low	$33,583	$35,982	$38,381	$43,178	$47,976	$49,895	$51,814	$55,652	$59,490	$63,328			
	Very Low	$20,150	$21,589	$23,028	$25,907	$28,786	$29,937	$31,088	$33,391	$35,694	$37,997			
Region 2	Median	$73,857	$79,132	$84,408	$94,959	$105,510	$109,730	$113,951	$122,391	$130,832	$139,273	1.9%	4.71%	$202,419
Essex, Morris, Union and Warren	Moderate	$59,085	$63,306	$67,526	$75,967	$84,408	$87,784	$91,160	$97,913	$104,666	$111,418			
	Low	$36,928	$39,566	$42,204	$47,479	$52,755	$54,865	$56,975	$61,196	$65,416	$69,636			
	Very Low	$22,157	$23,740	$25,322	$28,488	$31,653	$32,919	$34,185	$36,717	$39,250	$41,782			
Region 3	Median	$83,650	$89,625	$95,600	$107,550	$119,500	$124,280	$129,060	$138,620	$148,180	$157,740	1.9%	1.01%	$227,546
Hunterdon, Middlesex and Somerset	Moderate	$66,920	$71,700	$76,480	$86,040	$95,600	$99,424	$103,248	$110,896	$118,544	$126,192			
	Low	$41,825	$44,813	$47,800	$53,775	$59,750	$62,140	$64,530	$69,310	$74,090	$78,870			
	Very Low	$25,095	$26,888	$28,680	$32,265	$35,850	$37,284	$38,718	$41,586	$44,454	$47,322			
Region 4	Median	$76,469	$81,931	$87,393	$98,317	$109,242	$113,611	$117,981	$126,720	$135,460	$144,199	1.9%	5.96%	$205,486
Mercer, Monmouth and Ocean	Moderate	$61,175	$65,545	$69,915	$78,654	$87,393	$90,889	$94,385	$101,376	$108,368	$115,359			
	Low	$38,235	$40,966	$43,697	$49,159	$54,621	$56,806	$58,990	$63,360	$67,730	$72,099			
	Very Low	$22,941	$24,579	$26,218	$29,495	$32,772	$34,083	$35,394	$38,016	$40,638	$43,260			
Region 5	Median	$67,620	$72,450	$77,280	$86,940	$96,600	$100,464	$104,328	$112,056	$119,784	$127,512	1.9%	7.21%	$179,028
Burlington, Camden and Gloucester	Moderate	$54,096	$57,960	$61,824	$69,552	$77,280	$80,371	$83,462	$89,645	$95,827	$102,010			
	Low	$33,810	$36,225	$38,640	$43,470	$48,300	$50,232	$52,164	$56,028	$59,892	$63,756			
	Very Low	$20,286	$21,735	$23,184	$26,082	$28,980	$30,139	$31,298	$33,617	$35,935	$38,254			
Region 6	Median	$57,458	$61,562	$65,666	$73,874	$82,083	$85,366	$88,649	$95,216	$101,782	$108,349	1.9%	6.97%	$153,730
Atlantic, Cape May, Cumberland, and Salem	Moderate	$45,966	$49,250	$52,533	$59,100	$65,666	$68,293	$70,919	$76,173	$81,426	$86,679			
	Low	$28,729	$30,781	$32,833	$36,937	$41,041	$42,683	$44,325	$47,608	$50,891	$54,175			
	Very Low	$17,237	$18,469	$19,700	$22,162	$24,625	$25,610	$26,595	$28,565	$30,535	$32,505			

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018 or 2019 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2020 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Appendix S | Durkin Board Resolution

PLANNING BOARD
TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, 1120 Bloomfield Avenue Developers, LLC, ("Applicant") submitted Application No. PB 24-21 to the Planning Board of the Township of West Caldwell ("Board") seeking Preliminary and Final Major Site Plan Approval with variances to develop Lot 8 in Block 1700, as shown on the Township of West Caldwell Tax Map, and having a street address of 1120 Bloomfield Avenue ("Property"), and being located within the R-5 zoning district; and

WHEREAS, the Board has classified this application as a major application for site plan approval, with variances and waivers, requiring public notice; and

WHEREAS the Board held a public hearing on the application, reviewing the matter for completeness on February 10, 2025 and commencing with substantive consideration of the Application, on the merits, on March 10, 2025; and

WHEREAS, the Board, after carefully considering the evidence presented by the Applicant and having conducted a public hearing, has made the following factual findings:

1. The Property consists of 4.05 acres (176,548.68 square feet) fronting along Bloomfield Avenue. The Property contains an existing two-story commercial building and associated parking areas, owned by Durkin & Durkin Realty, LLC.

2. The Property has been targeted for redevelopment with inclusionary affordable housing development to assist the Township in addressing a portion of its affordable housing obligations. The Township entered into a Settlement Agreement with the Fair Share Housing Center on June 17, 2020, which identifies this property as an inclusionary affordable housing site to be developed at a density of 30 units per acre with a 20% affordable housing set-aside. The Township entered into a First Amendment of the Settlement Agreement on August 20, 2021, which increased the permitted density on the subject site to 35 units per acre with a minimum 20% affordable housing set-aside regardless of tenure.

3. The Planning Board adopted a Housing Element & Fair Share Plan on September 13, 2021, which recommended that the subject property be rezoned from the B-3 General Business Zone District to the R-5 Multi-Family Residence District. The Township Council then adopted Ordinance 1839A on August 17, 2021, to rezone the property to the R-5 Multi-Family Residence Zone District as recommended by the Master Plan, which was later amended by Ordinance 1851-2021 on November 9, 2021 to increase the density from 30 to 35 units per acre.

4. The Applicant is seeking preliminary and final site plan approval to demolish the existing structure and construct a new multi-family residential development consisting of five, 4-story apartment buildings with a total of 141 rental units, 20 percent of which shall be set-aside for low- and moderate-income households. Other proposed site improvements include an access driveway connecting through the Property from Bloomfield Avenue, 124 private garage spaces, 84 surface parking spaces, electric vehicle charging stations, exterior lighting, landscaping, and stormwater management. The Applicant is also seeking bulk variance relief for parking and landscaping requirements.

5. There are no taxes or assessments for local improvements due or delinquent on the subject property.

6. The Applicant presented evidence of having given the required notice to surrounding property owners within 200 feet of the subject property and to the public entities required to be noticed at least 10 days prior to the hearing date. The Applicant also presented proof of publication confirming that the newspaper publication was made in accordance with legal requirements.

7. The Board has considered all documents submitted in connection with this Application and marked on the Evidence Marking as A-1 through A-27 and B-1 through B-12.

8. The Applicant was represented by Counsel, Joseph A. Paparo, Esq., and testimony was provided by the following witnesses:

    a. Paul Winters, P.E. of Bowman Consulting, testified as an expert in civil engineering regarding the proposed site plans. Mr. Winters provided testimony as to the existing site conditions, prior uses and dimensions, together with testimony as to the surrounding area composition. Testimony was offered as to the proposed development, inclusive of five (5) multifamily residential dwelling structures (having 141 total dwelling units, with the following bedroom distribution: 39 one-bedroom, 96 two-bedroom and 6 three-bedroom units). Mr. Winters offered testimony as to the proposed site plan vehicular circulation, access and statutory electric vehicle conformance, together with a proposed deviation from conformance with the applicable total off-street parking requirements as noted herein. In this regard, Mr. Winters testified that strict adherence to the off-street parking requirements was difficult in light of the site configuration and drive locations; however, based upon the Applicant's studies and review, the proposed programming did provide adequate parking for tenants and visitors. This testimony was corroborated by the Board's traffic consultant, confirming that the Applicant will exceed the actual demand, notwithstanding being deficient under the Township Land Development Code. Testimony was provided as to adequate site circulation for Township fire / ladder trucks and related emergency service vehicles, as well as garbage truck ability to access the proposed refuse enclosure areas. It was stipulated that all site lighting will have a color temperature of 3000k.

    b. Thomas J. Brennan, Architect, of Thomas J. Brennan, Architects, Inc., testified as an expert in architecture regarding the proposed building architecture and floor plan design. Mr. Brennan testified as to the building façade details, including intended

materials and coloration. Testimony was provided as to floor plan layout, confirming approximate square footages will be in the range of 782sf and greater (one-bedroom units), 1,000-1,100sf (two-bedroom units) and 1,200+sf (three-bedroom units). Testimony was provided as to the rooftop terrace amenity space, which will be accessible to all tenants. The proposed A/C system and its façade deviating features were testified to, specifically the venting through the facades, which will be color coordinated to match the façade. Balcony dimensions will be 6'x8'. Dwelling unit clear ceiling height will be 9'.

c. William Hamilton, PP/AICP of Bowman Consulting, testified as an expert in planning regarding the requested variances. Mr. Hamilton offered testimony in support of the parking variance, building perimeter landscaping variance and air-conditioning façade deviation under the flexible "c(2)" standard, confirming that the proposal is consistent with the purposes and goals of the Master Plan. Mr. Hamilton cited a Rutgers Center for Real Estate study to evidence adequate on-site parking for the proposed development, notwithstanding code deviations sought for same, which, standing alone, was not accepted by the Board as dispositive support for the relief. Further, Mr. Hamilton testified that the requested variances promote Purposes A and H of the Municipal Land Use Law.

9. Interested parties and members of the public were given adequate opportunity to ask questions of witnesses or provide comments or testimony on the application.

NOW THEREFORE, the Findings and Conclusions of the Township of West Caldwell Planning Board are as follows:

1. Preliminary and final major site plan: The Board finds that, with the conditions imposed, the Application does substantially meet all subdivision and site plan requirements of Chapters 18A, 19, and 20 of the Revised General Ordinances of the Township of West Caldwell.

2. Variances: The Application necessitates variance relief and the Board's actions on them are as follows:

    a. Section 20-9A.6.a: Parking Spaces: Parking shall be provided in accordance with Residential Site Improvement Standards. Variance relief is required for the proposed 265 parking spaces (inclusive of the addition of applicable statutory, EV credits, with 238 actual spaces provided), whereas N.J.A.C. 5:21-4.14 requires 274.8 (or 275, as rounded) spaces. The Board rejected Mr. Hamilton's citation of the Rutgers Center for Real Estate study as having no merits in this case. The Board was satisfied that the March 7, 2025 Supplemental Parking Analysis prepared by John Jahr, PTP, TSOS, demonstrated that the proposed 238 actual parking spaces would be sufficient to meet the ITE parking demand of 223 parking spaces for this particular use.

b. Section 20-9A.8.c: Landscaping. Seventy-five percent of the perimeter of the building shall be surrounded by a landscaped, planted strip at least three feet in width, whereas the proposed landscaping does not surround 75% of the building perimeter.

c. Section 20-9A.7.j: A/C Units / Façade. Placement of any packaged terminal air-conditioner units within the facade is prohibited. Applicant proposes to install vents within the façade for "MagicPak" HVAC units within each apartment.

Based upon credible Professional Planning testimony provided, the Board finds that the flexible "c(2)" variance criteria have been satisfied for the requested bulk variances. The requested variances can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of the zone plan and zone ordinance. Therefore, the Board finds that the benefits substantially outweigh any detriments associated with the variances requested.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Township of West Caldwell, that the said Application be and the same is hereby approved, subject to the following conditions:

1. The Applicant shall be bound by and shall comply with the representations made in the testimony before the Board and all evidence presented to the Board in the prosecution of this Application. The Meeting Minutes of the February 10, 2025 and March 10, 2025 Meetings of the Planning Board are incorporated into this resolution by reference and are attached hereto.

2. The Applicant shall satisfy all recommendations within the referral reports of the Department of Public Works, Fire Official, Health Officer, Police Department, Construction Official, Township Engineer, and Zoning Official.

3. The Applicant shall comply with Senate Bill 3223 (P.L. 2021, c.171; N.J.S.A. 40:55D-66.20), which requires, as a condition of preliminary site plan approval, any application involving a multiple dwelling with five or more dwelling units to install at least 15 percent of the required parking spaces as "Make Ready" parking spaces for electric vehicle supply equipment, 5 percent of which shall be accessible for people with disabilities. These requirements are based on the number of off-street parking spaces associated with new construction that are required as part of a site plan approval. Where a developer has received a parking variance as part of the site plan approval, the requirements shall be based on the number of off-street parking spaces provided pursuant to the variance. Accordingly, the variance for 238 actual parking spaces (exclusive of the EV credits) would require 36 make ready spaces or electric vehicle supply equipment ("EVSE" AKA EV charging stations), 2 of which would be accessible to people with disabilities. Based on the plans provided, the applicant is proposing 36 total EV spaces (24 Make-Ready and 12 EVSE), including one (1) accessible space. One additional EV spaces must be designated as ADA accessible to comply with the 5 percent requirement.

4. The Applicant shall provide Knox boxes and emergency radio, to be located per Fire Official recommendations.

5. The Applicant shall provide a copy of the standard lease agreement for the Board's review prior to issuance of any Certificates of Occupancy. To the extent applicable, the lease agreements shall stipulate that the balconies shall not be used for outdoor storage, hanging of laundry, grilling, etc.

6. The Applicant shall submit fire truck / fire response vehicle turning templates to the Township for review and approval by the West Caldwell Fire Official and Township Engineer.

7. The Applicant shall provide for a full-time, on-site super / building manager.

8. The Applicant shall provide for an irrigation system to be developed on the Property for all landscape areas.

9. All EV spaces shall be located outside of the structures / on open surface areas.

10. The Applicant shall dedicate no less than one parking space to each residential unit.

11. Any site landscaping that is damaged during snow removal or other routine site maintenance shall be repaired and replanted, as necessary.

12. Fencing shall be provided along the perimeter of adjoining residential properties and shall be 6-feet in height and constructed of vinyl material (not chain link).

13. The Applicant shall provide for additional hydrants, in locations to be determined and approved by the Township Fire Official.

14. The Applicant shall color-match the HVAC vent penetrations on the façade to match the building color and materials, obscuring the view of same. Any such vents on the Bloomfield Avenue façade shall be rotated to the wall facades that are perpendicular to Bloomfield Avenue.

15. All dwelling units shall be ADA adaptable.

16. The affordable family rental units shall be fully integrated with the market-rate units within the dwelling structures.

17. There shall be no grills, gas-fired amenities or other open flame devices or sources permitted on the roof.

18. The final roof plan, furniture detail and layout, operational details / hours and security means to control access, shall be subject to review and approval by the Planning Board Minor Site Plan Committee.

19. All exterior lighting on site shall have a color temperature of 3,000 Kelvin.

20. The Applicant shall install additional plantings to the satisfaction of the Township Engineer and professional staff.

21. All delineated pedestrian walkways shall be provided with a minimum of 0.5 footcandles of illumination.

22. After construction, and within one (1) year of the issuance of the final Certificate of Occupancy, the Planning Board, its professionals, and/or Township Staff, reserve the right to review the lighting of the site to determine whether the exterior site lighting has a negative impact on surrounding residential properties. The Applicant may be required to prepare a revised lighting plan to address any areas of concern and submit to the Planning Board Lighting Committee for review and approval prior to making any additional modifications or corrections to the site lighting.

23. All exterior equipment and utility meters, including any roof-mounted equipment or amenities, shall be suitably screened in accordance with Section 20-21.12. The Zoning Officer shall perform an inspection post-construction to determine whether additional screening is required. Should additional screening be required, the Applicant shall apply to the Planning Board Minor Site Plan Committee for approval.

24. The Applicant must submit a final site plan for approval and signature by the Township Engineer, which shall be consistent with the representations made in the testimony before the Board.

25. The affordable housing units shall comply with all Affordable Housing provisions of the West Caldwell Township Code, the New Jersey Uniform Housing Affordability Controls (UHAC), the Fair Housing Act, and any other governmental agency having jurisdiction over the property, including but not limited to bedroom distribution, income distribution (including moderate-, low-, and very-low-income households), phasing, maximum rental prices, etc. Compliance shall be subject to review and approval by the Township's Affordable Housing Planner and/or Affordable Housing Attorney.

26. At least 13% of the affordable rental units shall be very-low-income units (affordable to households earning 30% or less of median income). The very-low-income units shall be counted as part of the required number of low-income units within the development.

27. The affordable housing units shall be deed restricted for a period of no less than thirty (30) years, as the site is an approved Third Round mechanism. The Applicant shall provide the deeds for review and approval by the Township's Affordable Housing Planner and/or Affordable Housing Attorney prior to execution. No TCO or CO for the site shall be issued until the deed restriction is recorded.

28. Pursuant to Section 20-9A.4, the R-5 Zone District requires "[t]wenty percent of all units shall be set aside for low- (including very-low-) and moderate-income households, regardless of

tenure." The Applicant shall provide twenty-nine (29) of the 141 total units to be set-aside as affordable, non-age restricted, rental units.

29. The maximum permitted building height in the R-5 District is 50 feet. In accordance with Section 18A-5 of the Township Code, building height shall be measured from lowest ground elevation around the foundation to the highest point of the perimeter walls of the building with a flat roof or to a point 1/2 the distance between the highest point of the perimeter walls of the building and the highest point of the roof for a sloped roof. Pursuant to Section 20-5.4.c.1, building height limitations shall apply to all structures on the property, but shall not apply to chimneys, spires, gables, cupolas, standpipes, clock and other ornamental towers, conventional television antennas and similar, customary and necessary structures and mechanical appurtenances, atriums or vestibules, provided that no such exception shall cover at any level more than 10% of the applicable roof area nor shall the height of any such exception exceed the actual or maximum permitted height of the principal building, whichever is less, by more than 30%. The Board determined that this exception applies to the elevator shafts, stairwells, and cornices on top of the raised parapet walls at the corner and center façade protrusions of Building B. The 3'-6" parapet wall that makes up the majority of the perimeter wall for Building B shall comply with the 50-foot height requirement from lowest grade.

30. The Applicant shall execute a Developer's Agreement with the Township in accordance with Section 18A-8.11 of the Township Code.

31. The Applicant shall comply with all federal, state and local laws, rules and regulations and obtain any other governmental approvals required for the lawful implementation of this Major Site Plan approval.

32. The affordable housing units shall be rental and unrestricted (open to any type of household). The affordable housing units shall comply with P.L. 2024, c.2. The developer shall be responsible for retaining a qualified Administrative Agent, which is subject to the reasonable review and approval of the governing body.

33. All approvals, the issuance of construction permits and certificates of occupancy or approval are subject to all applicable laws of the State of New Jersey, any required governmental agency approvals, ordinances of the Township of West Caldwell and Rules and Regulations of the Planning Board.

34. The Applicant has been provided with a copy of the Superior Court of New Jersey, Essex County, Law Division's recent March 14, 2022 Order Imposing Scarce Resource Restraint, Requiring Submission of Sewer Capacity Analysis, and Appointing Special Master to Oversee Sewer Plan. The Applicant shall comply with the Order if connecting to the Caldwell Sewer Treatment Plant.

All approvals, the issuance of construction permits and certificates of occupancy are subject to all applicable laws of the State of New Jersey, any required governmental agency approvals, ordinances of the Township of West Caldwell and Rules and Regulations of the Planning Board.

__7__ Members Present
Vote on Resolution:
__7__ Affirmative
__0__ Negative
__0__ Abstention

The foregoing is a true copy of a Resolution adopted by The Planning Board of the Township of West Caldwell.

Deborah Gill, Secretary of the Board

EVIDENCE MARKING
PLANNING BOARD
TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY

Application Number: PB24-21

Applicant: 1120 Bloomfield Avenue Developers LLC

Owner: Durkin & Durkin Realty, LLC

Site Address/Reference: 1120 Bloomfield Avenue, Block 1700, Lot 8, R-5 Zone District
Major Site Plan Application

Hearing Date: March 10, 2025

APPLICANT EXHIBITS

A-1 Application for Development PB24-21 and checklists (minor and major site plan checklists); four (4) pages; dated 10/27/23; signed

A-2 Authorization to Inspect Property; one (1) page; dated 1/7/25; signed

A-3 Statement of Purpose; two (2) pages; undated; unsigned

A-4 Certification of Performance Standards, one (1) page; dated 1/7/25; signed

A-5 10% Disclosure of Ownership – applicant – one (1) page; undated; signed

A-6 Traffic Impact Study prepared by Bright View Engineering; thirty-four (34) pages; dated 9/24/24; signed

A-7 Copy of 200-foot list for 1120 Bloomfield Avenue, Block 1700, Lot 8, prepared by Township of West Caldwell Tax Assessor dated 2/19/24; eight (8) pages; signed

A-8 Stormwater Management Report prepared by Danbro Properties; one hundred forty-five (145) pages; dated 10/17/24; signed; sealed including Existing Drainage Map prepared by Bowman; three (3) pages; dated 9/5/24; signed; sealed

A-9 Site Plan prepared by Bowman Consulting Group Ltd; fourteen (14) pages; dated 10/17/24; signed; sealed

A-10 Architectural Plans prepared by Thomas J. Brennan Architects; Eleven (11) pages; dated 11/8/24; signed; sealed

A-11 Affidavit of Service of Notice signed by Applicant dated 3/5/25 including copy of Notice to Property Owners, original CM/RRR receipt, if any; signed

A-12 Affidavit of Publication from The Star Ledger, published on 2/27/25

A-13 Certification of Payment of Taxes; one (1) page; dated 12/18/24; signed

A-14 Essex County Planning Board Application; one (1) page; undated; signed

A-15 Letter Request for Relief from Court Order Imposing Scarce Resource Restraints; two (2) pages; dated 12/30/24; signed

A-16 Will Serve Letter requests to utility companies; nine (9) pages; dated 1/6/2025; signed

A-17 Boundary and Topographic Survey prepared by Bowman Consulting Group, Ltd.; one (1) page; dated 7/26/24; signed; sealed

A-18 EIS Waiver Request by William H. Hamilton, PP, LLA, AICP; two (2) pages; dated 1/30/25; signed

A-19 Response to Township Professionals prepared by Bowman; twenty (20) pages; dated 2/19/25; signed

A-20 Revised Site Plan prepared by Bowman Consulting Group Ltd; fourteen (14) pages; dated 10/17/24 revised 2/18/25; signed; sealed

A-21 Supplemental Parking Analysis prepared by Bright View Engineering; two (2) pages; dated 3/7/25; signed

A-22 Existing Conditions Aerial prepared by Bowman Consulting Group, Ltd.; one (1) page; dated 3/10/25; unsigned

A-23 Site Plan Rendering prepared by Bowman Consulting Group, Ltd.; one (1) page; dated 3/10/25; unsigned

A-24 Fire Truck Turning Template sheet 1/3 prepared by Bowman Consulting Group, Ltd.; one (1) page; dated 10/17/24; signed

A-25 Fire Truck Turning Template sheet 2/3 prepared by Bowman Consulting Group, Ltd.; one (1) page; dated 10/17/24; signed

A-26 Fire Truck Turning Template sheet 3/3 prepared by Bowman Consulting Group, Ltd.; one (1) page; dated 10/17/24; signed

A-27 Color Rendering; one (1) page; dated 3/10/25; unsigned

BOARD EXHIBITS:

B-1 Denial of Zoning Application; one (1) page; dated 10/20/24; signed

B-2 Referral Report from Tax Collector; one (1) page; dated 1/15/25; signed

B-3 Referral Report from Construction Official; one (1) page; dated 1/17/25; signed

B-4 Referral Report from Fire Official; two (2) pages; dated 1/17/25; signed

B-5 Referral Report DPW; one (1) page; undated; unsigned

B-6 Referral Report from Health Officer; one (1) page; dated 1/15/25; signed

B-7 Referral Report from Tax Assessor; one (1) page; dated 01/23/25; signed

B-8 Referral Report from Zoning Official; thirteen (13) pages; dated 1/21/25; signed

B-9 Referral Report from Engineer; nine (9) pages; dated 1/3/25; signed

B-10 Referral Report from Police Department; one (1) page; dated 1/15/25; signed

B-11 Revised Referral Report from Engineer; nine (9) pages; dated 3/6/24; signed

B-12 Revised Referral Report from Zoning Official; thirteen (13) pages; dated 3/6/25; signed

Appendix T | Greenwich House Board Resolution

Application: PB22-04 Greenwich House, LLC
Property: 1085 Bloomfield Ave, 1089-1091 Bloomfield Ave & 204 Clinton Rd (Block 1600, Lots 11, 12 & 22)
Approval Date: October 24, 2022
Memorialized: December 12, 2022

PLANNING BOARD
TOWNSHIP OF WEST CALDWELL
ESSEX COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, Greenwich House, LLC, ("Applicant") submitted Application No. PB 22-04 to the Planning Board of the Township of West Caldwell ("Board") seeking Preliminary and Final Major Site Plan Approval with variances and waivers to redevelop the subject tract consisting of Lots 11, 12, and 22 in Block 1600, in the as shown on the Tax Maps, and having street addresses of 1085 Bloomfield Ave, 1089-1091 Bloomfield Ave, and 204 Clinton Rd, West Caldwell, NJ; and

WHEREAS, the Board has classified this application as a major application for site plan approval and lot consolidation with variances and waivers, requiring public notice; and

WHEREAS the Board held a public hearing on the application on September 12, 2022 and October 24, 2022; and

WHEREAS, the Board, after carefully considering the evidence presented by the Applicant and having conducted a public hearing, has made the following factual findings:

1. The subject property consists of three parcels with a total of 1.84 acres (80,160.49 square feet) fronting along Bloomfield Avenue and Clinton Road, just west of DeBaun Drive. Each parcel contains an existing residential dwelling.

    a. Existing Lot 11 is a 25,893-square foot (0.594-acre) parcel fronting on Bloomfield Avenue owned by 1089-1091 Bloomfield Avenue, LLC.

    b. Existing Lot 12 is a 20,709-square foot (0.475-acre) parcel fronting on Bloomfield Avenue owned by Chnapko Family, LP II.

    c. Existing Lot 22 is a 33,558-square foot (0.770-acre) parcel fronting on Clinton Road owned by 204 Clinton Rd, LLC.

2. The subject property has been targeted for redevelopment with inclusionary affordable housing development to assist the Township in meeting its affordable housing obligations. The Township entered into a Settlement Agreement with the Fair Share Housing Center on June 17, 2020, which identifies this property as an inclusionary affordable housing site to be developed at a density of 20 units per acre with a 20% affordable housing set-aside.

3. The Planning Board adopted a Housing Element & Fair Share Plan on September 13, 2021, which recommended that the subject property be rezoned from the B-3 General Business and

R-3 Residential Districts to the R-6 Multi-Family Residence District. The Township Council then adopted Ordinance 1840A on August 17, 2021, to rezone the property to the R-6 Multi-Family Residence Zone District as recommended by the Master Plan.

4. The Applicant is seeking preliminary and final site plan approval to consolidate the three lots, demolish the existing dwellings, and construct a new multi-family residential development consisting of a 4-1/2-story apartment building fronting on Bloomfield Avenue with 32 apartment units (including 7 units for low- and moderate-income households), and two 3-story townhouse/duplex buildings fronting on Clinton Road, each containing 2 units. Additional proposed site improvements include an access driveway connecting through the parcel from Bloomfield Avenue to Clinton Road, 26 private garage spaces, 46 surface parking spaces, electric vehicle charging stations, exterior lighting, landscaping, and stormwater management.

5. There are no taxes or assessments for local improvements due or delinquent on the subject property.

6. The Applicant presented evidence of having given the required notice to surrounding property owners within 200 feet of the subject property and to the public entities required to be noticed at least 10 days prior to the hearing date. The Applicant also presented proof of publication confirming that the newspaper publication was made in accordance with legal requirements.

7. The Board has considered all documents submitted in connection with this Application and marked on the Evidence Marking as A-1 through A-27 and B-1 through B-18.

8. The Applicant was represented by Counsel, Jason Tuvel, Esq., and testimony was provided the following witnesses:

    a. Mike Petry, P.E. of Petry Engineering, LLC, testified as an expert in civil engineering regarding the proposed site plans.

    b. Larry Appel, RA, AIA, of Appel Design Group Architects, testified as an expert in architecture regarding the proposed building architecture and floor plan design.

    c. Matthew Seckler, P.E. of Stonefield Engineering and Design, testified regarding anticipated traffic, parking and circulation patterns.

    d. James Kyle, PP/AICP of Kyle + McManus Associates, testified regarding the requested variances and waivers.

9. Interested parties and members of the public were given adequate opportunity to ask questions of witnesses or provide comments or testimony on the application.

NOW THEREFORE, the Findings and Conclusions of the Township of West Caldwell Planning Board are as follows:

1. Preliminary and final major site plan: The Board finds that, with the conditions imposed, the Application does substantially meet all subdivision and site plan requirements of Chapters 18A, 19, and 20 of the Revised General Ordinances of the Township of West Caldwell.

2. Variances: The application necessitates variance relief and the Board's actions on them are as follows:

   a. Variance from Section 20-9B.3. Maximum Number of Stories:
   The R-6 Zone District permits a maximum of four stories, whereas the applicant is proposing four and a half stories including the loft space in the fourth-floor apartments.

   Based upon credible Professional Planning testimony provided, the Board finds that the flexible "c(2)" variance criteria have been satisfied for the requested bulk variance. The requested variance will promote Purposes A, G, and M of the Municipal Land Use Law by promoting the general welfare and providing a more efficient use of the land without increasing the massing of the building and in compliance with the overall permitted building height. The requested variance can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of the zone plan and zone ordinance. Therefore, the Board finds that the benefits substantially outweigh any detriments associated with the variance requested.

   b. Variance from Section 20-9B.4. Minimum Affordable Housing Set-Aside:
   The R-6 Zone District requires at least twenty percent of all units to be set aside for low (including very-low) and moderate-income households, regardless of tenure, for all new multi-family residential developments of five units or more, whereas the Applicant proposes 7 of the 36 units to be affordable, which equates to 19.44 percent of the total units. Pursuant to Section 23-1.j, inclusionary developments that result in a fractional affordable housing obligation of 0.4 or less may round the number of affordable units down, provided that the Applicant makes a pro-rated payment-in-lieu to cover the fraction. The Applicant has agreed to pay the payment-in-lieu fee for the fractional decrease in accordance with Section 23-1.j. Therefore, variance relief is not required.

   However, based upon credible Professional Planning testimony provided, the Board finds that the flexible "c(2)" variance criteria could be satisfied for the requested bulk variance regardless. The requested variance will promote Purposes A, G, I, K, and M of the Municipal Land Use Law by promoting the general welfare and providing an appropriate mix of affordable and market rate units on site in accordance with good civic design and arrangement. The requested variance can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of the zone plan and zone ordinance. Therefore, the Board finds that the benefits substantially outweigh any detriments associated with the variance requested.

c. Variance from Section 20-9B.3: Side Yard Setback:
The R-6 Zone District requires a minimum side yard setback of 20 feet. The plans indicate that the apartment building is setback 20 feet from the easterly property line. However, this measurement is to the ground floor foundation, not to the upper floor walls which cantilever approximately 1 foot towards the property line and the balconies which extend 2 feet closer to the property line. While Section 20-5.4.c.2 allows the balconies to extend not more than 2 feet into the required yard, the building cantilevers require a variance for a setback of 19 feet, whereas 20 feet is required.

Based upon credible Professional Planning testimony provided, the Board finds that the flexible "c(2)" variance criteria have been satisfied for the requested bulk variance. The requested variance will promote Purposes A, I, K, and M of the Municipal Land Use Law by promoting the general welfare and providing an appropriate space for the concealment of the MagicPak ventilation equipment within the cantilevered wall space in accordance with good civic design and arrangement. The requested variance can be granted without substantial detriment to the public good as the design will not substantially impact light, air and open space for adjacent properties. The requested variance can be granted without substantial impairment of the intent and purpose of the zone plan and zone ordinance. Therefore, the Board finds that the benefits substantially outweigh any detriments associated with the variance requested.

d. Variance from Section 20-9B.8.c: Illumination at Property Line:
Illumination shall not exceed 0.5 footcandles at the property line, whereas the lighting plan indicates one point behind the proposed dumpster area where the light level is 0.6 footcandles on Lot 10.

Based upon credible Professional Planning testimony provided, the Board finds that the flexible "c(2)" variance criteria have been satisfied for the requested bulk variance. The requested variance will promote Purpose A of the Municipal Land Use Law by promoting the public health, safety and general welfare and providing appropriate lighting for the residents to access the trash enclosure. The requested variance can be granted without substantial detriment to the public good as the proposed lighting only affects a non-residential parking area. The requested variance can be granted without substantial impairment of the intent and purpose of the zone plan and zone ordinance. Therefore, the Board finds that the benefits substantially outweigh any detriments associated with the variance requested.

e. Variance from Section 20-9B.10.b: Number of Signs:
The R-6 District permits one identification sign per parcel, which shall be freestanding, and no more than 20 square feet in size. Said sign may be internally or externally illuminated and shall be set back at least 10 feet from any property line. The Applicant is proposing a freestanding identification sign along Bloomfield Avenue, a freestanding identification sign along Clinton Road, and a

wall-mounted identification on the apartment building. Variance relief is requested for three proposed signs where one is permitted.

Based upon credible Professional Planning testimony provided, the Board finds that the flexible "c(2)" variance criteria have been satisfied for the requested bulk variance. The requested variance will promote Purposes A and H of the Municipal Land Use Law by promoting the public health, safety and general welfare and promoting the free flow of traffic by providing adequate wayfinding and identification for emergency services. The requested variance can be granted without substantial detriment to the public good as the proposed signage will not result in excessive proliferation of signage within the Township. The requested variance can be granted without substantial impairment of the intent and purpose of the zone plan and zone ordinance. Therefore, the Board finds that the benefits substantially outweigh any detriments associated with the variance requested.

f. Variance from Section 20-9B.10.b: Type of Sign:
The R-6 Zone District permits one identification sign per parcel, which shall be free-standing. Variance relief is requested for a proposed 1.5-square foot wall-mounted identification sign, which is not a permitted sign type in the R-6 Zone District.

Based upon credible Professional Planning testimony provided, the Board finds that the flexible "c(2)" variance criteria have been satisfied for the requested bulk variance. The requested variance will promote Purpose A of the Municipal Land Use Law by promoting the public health, safety and general welfare and providing adequate wayfinding and identification for emergency services. The requested variance can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of the zone plan and zone ordinance. Therefore, the Board finds that the benefits substantially outweigh any detriments associated with the variance requested.

g. Variance from Section 20-19.1.e: Accessory Structure in Front Yard:
Variance relief is requested for a proposed electrical transformer in the front yard along Bloomfield Avenue, whereas accessory buildings and structures are permitted in the rear yard only.

Based upon credible Professional Planning testimony provided, the Board finds that the "c(1)" hardship variance criteria have been satisfied for the requested bulk variance. The variance can be granted to relieve peculiar and exceptional practical difficulties where the property is uniquely affected by extraordinary and exceptional situation affecting the property or the lawfully existing structures. Due to the orientation of the proposed structures in relation to the existing electrical service infrastructure, the electric utility provider requires the electrical equipment to be located in the front yard for accessibility. The requested variance can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of the zone plan and zone ordinance. The

equipment will be suitably screened from public view with landscaping, to the extent practicable.

h. Variance from Section 20-19.1.f: Accessory Structure Setback:
Variance relief is requested for a proposed trash enclosure setback 1 foot from the side property line, whereas 10 feet is required.

Based upon credible Professional Planning testimony provided, the Board finds that the flexible "c(2)" variance criteria have been satisfied for the requested bulk variance. The requested variance will promote Purposes A and H of the Municipal Land Use Law by promoting the general welfare and promoting the free flow of traffic by allowing the trash to be collected in an appropriate location. The requested variance can be granted without substantial detriment to the public good as the trash enclosure is adjacent to nonresidential properties where residents will not be impacted. The variance can be granted without substantial impairment of the intent and purpose of the zone plan and zone ordinance. Therefore, the Board finds that the benefits substantially outweigh any detriments associated with the variance requested.

i. Variance from Section 20-19.5.a: Patio Setback:
Variance relief is requested for a patio on the easterly side of the apartment building with a setback of 5 feet, whereas 20 feet is required.

Based upon credible Professional Planning testimony provided, the Board finds that the flexible "c(2)" variance criteria have been satisfied for the requested bulk variance. The requested variance will promote Purposes A and C of the Municipal Land Use Law by promoting the general welfare and providing adequate outdoor amenity space for the residents of the multi-family apartments. The requested variance can be granted without substantial detriment to the public good as the patio will be at grade and screened with landscaping and fencing from the adjacent single-family dwellings. The variance can be granted without substantial impairment of the intent and purpose of the zone plan and zone ordinance. Therefore, the Board finds that the benefits substantially outweigh any detriments associated with the variance requested.

j. Variance from Section 20-23.3.g: Parking in Front Yard:
In any residence zone district, no vehicle shall be parked, nor shall any driveway or paved areas be constructed, closer than five feet to any property line; nor shall any parking area in a front yard, including driveways, exceed 30% of the area of the yard. Variance relief is requested to permit the proposed parking lot and driveways in the front yard along Bloomfield Avenue to cover 58% of the front yard area.

Based upon credible Professional Planning testimony provided, the Board finds that the "c(1)" hardship variance criteria have been satisfied for the requested bulk variance. The variance can be granted to relieve peculiar and exceptional practical difficulties where the property is uniquely affected by exceptional narrowness and

irregular shape. Due to the orientation of the parcel, the proposed development needs to utilize a greater percentage of the front yard to provide adequate parking. The requested variance can be granted without substantial detriment to the public good as the proposed parking is separated from Bloomfield Avenue by the stormwater detention basin and landscaping area. The proposed parking area is not inconsistent with the character of the parcels fronting along Bloomfield Avenue to the west of the subject property. The requested variance can be granted without substantial impairment of the intent and purpose of the zone plan and zone ordinance.

k. Variance from Section 20-23.5.d: Parking Aisle Width:
Variance relief is requested to permit drive aisles with widths of 20 feet, 22, feet and 24 feet, whereas the minimum parking aisle width for 90-degree parking stalls is 25 feet.

Based upon credible Professional Planning testimony provided, the Board finds that the flexible "c(2)" variance criteria have been satisfied for the requested bulk variance. The requested variance will promote Purposes I and M of the Municipal Land Use Law by providing a more efficient use of the land, desirable visual environment, and reduced impervious coverage. The requested variance can be granted without substantial detriment to the public good as the proposed plan will provide adequate circulation and will not impact the character of the neighborhood. The variance can be granted without substantial impairment of the intent and purpose of the zone plan and zone ordinance. Therefore, the Board finds that the benefits substantially outweigh any detriments associated with the variance requested.

l. Variance from 20-21.14.b: 6-Foot Solid Fence in Front Yard:
Variance relief is requested to permit a 6-foot solid fence along the easterly side property line to extend into the front yard, whereas fences in the front yard are permitted a maximum height of 4 feet.

Based upon credible Professional Planning testimony provided, the Board finds that the flexible "c(2)" variance criteria have been satisfied for the requested bulk variance. The requested variance will promote Purposes A and C of the Municipal Land Use Law by providing adequate screening for the neighboring residential property. The requested variance can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of the zone plan and zone ordinance. The fence would only extend to the front corner of the existing home on adjacent Lot X. Therefore, the Board finds that the benefits substantially outweigh any detriments associated with the variance requested.

m. The Board finds that variance relief is not required from Section 20-24.3.d for sign setbacks in residential zone districts, as Section 20-9B.10.b specifically permits signs in the R-6 District to be setback 10 feet from any property line. Both freestanding signs along Bloomfield Avenue and Clinton Road comply with the 10-foot setback requirement.

n. The Applicant has provided testimony that the bedroom distribution will comply with the Township's Affordable Housing Ordinance, which requires no greater than 20% one-bedroom units, at least 30% two-bedroom units, and at least 20% three-bedroom units. Variance relief has not been requested from Section 20-9B.4.

o. In accordance with N.J.A.C. 93-10.1(b), the Board finds that the proposed inclusionary housing development is included in the housing element and fair share plan and has already proceeded through a very public process. Therefore, the focus of the Board's review was on whether the design of the inclusionary development is consistent with the zoning ordinance and the mandate of the Fair Housing Act regarding unnecessary cost generating features. The Board has cooperated with the developer in granting reasonable variances necessary to construct the inclusionary development.

3. Exceptions From Design Standards: Pursuant to Section 20-23.3.s, the Planning Board may grant exceptions to the provisions of Section 20-23.3 pursuant to the Municipal Land Use Law (N.J.S.A. 40:55D-51). The application necessitates exceptions and the Board's actions on them are as follows:

   a. Exception from Section 20-23.3.b: Distance to Visitor Parking Spaces:
   All required parking shall be provided within 400 feet of an entrance to such building or use unless the Township agency permits exceptions to same in specific cases and under particular circumstances. The five visitor parking spaces closest to Clinton Road are more than 400 feet from the entrance to the apartment building.

   Based upon credible Professional Planning testimony provided, the Board finds that the requested exception is reasonable and within the general purpose and intent of the zoning ordinance, where the literal enforcement is impracticable or will exact undue hardship because of peculiar conditions pertaining to the land in question. Due to the narrowness of the parcel, there is not adequate area to provide the parking spaces closer to the building.

   b. Exception from Section 20-23.3.p: Dead End Parking Aisles:
   An exception is requested to allow dead end drive aisles adjacent to the apartment building, whereas dead end aisles are prohibited.

   Based upon credible Professional Planning testimony provided, the Board finds that the requested exception is reasonable and within the general purpose and intent of the zoning ordinance, where the literal enforcement is impracticable or will exact undue hardship because of peculiar conditions pertaining to the land in question. Due to the narrowness of the parcel, there is not adequate area to provide vehicular circulation around the building. The Applicant's professionals testified that the parking spaces along the apartment building are assigned. There are some spaces within the dead-end areas that are not assigned but it will be clear to drivers before they enter the dead-end aisle whether they are occupied.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Township of West Caldwell, that the said Application be and the same is hereby approved, subject to the following conditions:

1. The Applicant shall be bound by and shall comply with the representations made in the testimony before the Board and all evidence presented to the Board in the prosecution of this Application. The Meeting Minutes of the September 12, 2022 and October 24, 2022 Meetings of the Planning Board are incorporated into this resolution by reference and are attached hereto.

2. The Applicant shall satisfy all recommendations within the referral reports of the Department of Public Works, Fire Official, Health Officer, Police Department, Construction Official, Township Engineer, and Zoning Official.

3. The Applicant shall comply with Senate Bill 3223 (P.L. 2021, c.171), which requires, as a condition of preliminary site plan approval, any application involving a parking lot containing 50-75 parking spaces to install at least 2 "Make Ready" parking spaces for electric vehicle supply equipment, 5 percent of which shall be accessible for people with disabilities. With 72 off-street parking spaces required, the site would need to provide 2 make ready spaces or electric vehicle supply equipment ("EVSE" AKA EV charging stations), 1 of which would be accessible to people with disabilities. Based on the plans provided, the applicant is proposing 3 EVSE or make ready spaces, including 1 accessible space, which complies with the law.

4. The architectural plans indicate that a number of market rate units are proposed to have a den. There is concern that these dens may be converted or used as bedrooms, which in turn would increase the parking requirements for the project. The Applicant shall provide assurance in the form of physical design of the dens and deed restrictions that will prevent these dens from being used as bedrooms.

5. The attic space shall not be utilized for storage and shall be accessible for maintenance only.

6. The Applicant shall provide Knox boxes and emergency radio, to be located per Fire Official recommendations.

7. The site plan shall be revised to provide the materials of the trash enclosure within the construction detail. The enclosure shall be constructed of concrete block with a chain link fence gate with privacy slats.

8. Any retaining wall within the front yard shall not exceed a height of 4 feet and retaining walls in the side or rear yard are limited to 6 feet, measured from unmodified grade (in accordance with Section 20-21.14).

9. The Applicant shall provide a copy of the standard lease agreement for the Board's review prior to issuance of any Certificates of Occupancy. The lease agreements shall stipulate that

the dens shall not be converted or used as a bedroom. The lease agreements shall also stipulate that the balconies shall not be used for outdoor storage, hanging of laundry, grilling, etc.

10. The Applicant shall provide pedestrian scale lighting along the Bloomfield Avenue frontage consistent with the existing decorative lighting for other newer development along the corridor.

11. All exterior lighting on site shall have a color temperature of 3,000 Kelvin.

12. All delineated pedestrian walkways shall be provided with a minimum of 0.5 footcandles of illumination.

13. The Lighting Plan shall be revised to show the details for all exterior lighting fixtures, including any building mounted lights. The revised Lighting Plan shall be submitted for review and approval by the Lighting Committee.

14. After construction, the Planning Board, its professionals, and/or Township Staff, reserve the right to review the lighting of the site to determine whether the exterior site lighting has a negative impact on surrounding residential properties. The Applicant may be required to prepare a revised lighting plan to address any areas of concern and submit to the Planning Board Lighting Committee for review and approval prior to making any additional modifications or corrections to the site lighting.

15. After construction, the Planning Board, its professionals, and/or Township Staff, reserve the right to review the traffic patterns to determine whether on site traffic calming measures are needed. The Applicant may be required to prepare a minor site plan to address any areas of concern and submit to the Planning Board Minor Site Plan Committee for review and approval prior to making any additional modifications or corrections to the site circulation.

16. All exterior equipment and utility meters shall be suitably screened in accordance with Section 20-21.12. The Zoning Officer shall perform an inspection post-construction to determine whether additional screening is required. Should additional screening be required, the Applicant shall apply to the Planning Board Minor Site Plan Committee for approval.

17. The Applicant must submit a revised site plan for approval and signature by the Township Engineer and Zoning Officer, which shall be consistent with the representations made in the testimony before the Board.

18. The affordable housing units shall comply with all Affordable Housing provisions of the West Caldwell Township Code, the New Jersey Uniform Housing Affordability Controls (UHAC), the Fair Housing Act, and any other governmental agency having jurisdiction over the property, including but not limited to bedroom distribution, income distribution (including moderate-, low-, and very-low-income households), phasing, maximum rental prices, etc.

19. The R-6 Zone District requires at least twenty percent of all units to be set aside for low (including very-low) and moderate-income households, regardless of tenure, for all new multi-family residential developments of five units or more, whereas the Applicant proposes 7 of the

36 units to be affordable, which equates to 19.44 percent of the total units. Pursuant to Section 23-1.j, inclusionary developments that result in a fractional affordable housing obligation of 0.4 or less may round the number of affordable units down, provided that the Applicant makes a pro-rated payment-in-lieu to cover the fraction. The Applicant shall pay the pro-rated payment-in-lieu fee for the fractional decrease in accordance with Section 23-1.j.

20. The Applicant shall execute a Developer's Agreement with the Township in accordance with Section 18A-8.11 of the Township Code.

21. The Applicant shall comply with all federal, state and local laws, rules and regulations (including FDA regulations) and obtain any other governmental approvals required for the lawful implementation of this Major Site Plan approval.

22. All approvals, the issuance of construction permits and certificates of occupancy or approval are subject to all applicable laws of the State of New Jersey, any required governmental agency approvals, ordinances of the Township of West Caldwell and Rules and Regulations of the Planning Board.

23. The Applicant has been provided with a copy of the Superior Court of New Jersey, Essex County, Law Division's recent March 14, 2022 Order Imposing Scarce Resource Restraint, Requiring Submission of Sewer Capacity Analysis, and Appointing Special Master to Oversee Sewer Plan. The Applicant shall comply with the Order if connecting to the Caldwell Sewer Treatment Plant. The Applicant has provided testimony indicating that it intends to connect to the Two Bridges Sewer Treatment Plant (TBSTP) in Fairfield, in which case the Order would not apply. Any off tract improvements related to the sewer connection to TBSTP will be borne by the Applicant and/or other third party entities. In no event shall the Township of West Caldwell be responsible to contribute to off tract improvements related to connection to TBSTP.

All approvals, the issuance of construction permits and certificates of occupancy are subject to all applicable laws of the State of New Jersey, any required governmental agency approvals, ordinances of the Township of West Caldwell and Rules and Regulations of the Planning Board.

__5__ Members Present
Vote on Resolution:
__4__ Affirmative
__0__ Negative
__1__ Abstention

The foregoing is a true copy of a Resolution adopted by The Planning Board of the Township of West Caldwell.

Secretary of the Board

Appendix U | 2023 Construction Board of Appeals Resolution

COUNTY OF ESSEX
DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION BOARD OF APPEALS

JOSEPH N. DiVINCENZO, JR.
COUNTY EXECUTIVE

900 BLOOMFIELD AVENUE
VERONA, NEW JERSEY 07044
(973) 226-8500
(973) 226-7469 FAX

DAN DETRIOLIO
CHAIRMAN

September 27, 2023

John Medina
Construction Official
30 Clinton Road
West Caldwell, NJ 07006

RE: 1200 Bloomfield Avenue, West Caldwelll

Dear Sir/Madam

Enclosed for your records are resolution(s) for the above-named properties. Actions were taken on these appeals on various meeting dates and were adopted on September 19, 2023.

Very truly yours,

Nick Bonavita
Secretary

Enclosure
sgn2reso.cba

CONSTRUCTION BOARD OF APPEALS ON APPEAL OF 1200 BLOOMFIELD AVENUE, WEST CALDWELL, NJ

Premises:	1200 Bloomfield Avenue, West Caldwell, NJ
Notices/Orders Appealed:	Notice and Order of Penalty and Stop Construction Order
Date of Inspection:	
Appearances For Appellant:	Richard DeAngelis, Attorney
Appearances For Municipality:	Dan Antonelli and Lori Reynolds, Attorneys
Board Members Participating:	DeTrolio, Charles, Grenci, Arthur, O'Connor, Samek

WHEREAS, the above appeal was heard by a six-member Board on July 25, 2023 and the Board having heard testimony from the witnesses and having reviewed all written submissions by the parties, now makes the following findings:

1. This appeal is from the non-issuance of a footing and foundation permit After multiple appearances.

WHEREAS, the Board finds the evidence to be both credible and persuasive that it was arbitrary and capricious to deny the permit.

NOW, THEREFORE, BE IT RESOLVED by unanimous vote of the Essex County Construction Board of Appeals that the Township of Caldwell shall issue a footing and foundation permit to Canant Limited Partnership.

The foregoing action was duly taken by the Essex County Construction Board of Appeals On July 25, 2023, and this formal resolution was adopted by the Board on September 19, 2023.

Dan DeTrolio, ~~Acting~~ Chairman

Appendix V | Accordia Board Resolution

In the Matter of Accordia at West Caldwell LLC
Address: 780 Passaic Avenue
Block 1201, Lot 3
Case No. ZB24-09

RESOLUTION OF FINDINGS AND CONCLUSIONS
BOARD OF ADJUSTMENT
TOWNSHIP OF WEST CALDWELL

Approved: February 13, 2025

Memorialized: March 13, 2025

WHEREAS, Accordia at West Caldwell LLC ("Applicant" and "Accordia" interchangeably) has applied to the Board of Adjustment, Township of West Caldwell, seeking use variance, bulk variance and preliminary and final site plan relief related to the proposed development of property located at 780 Passaic Avenue, also known as Block 1201, Lot 3 on the Tax Map of the Township of West Caldwell and situated in the M-1 Zone ("Subject Property" and "Property" interchangeably);

WHEREAS, the Board, after carefully considering the evidence presented by the Applicant and conducting public hearings on November 13, 2024 and February 13, 2025, has made the following factual findings and conclusions:

1. The Property is approximately 3.47-acres, fronting on Passaic and Fairfield Avenues, formerly developed with Welsh Farms (now demolished and the Property currently sitting vacant), adjacent to a tributary stream to the Green Brook, encumbered by wetlands with a 50-foot transition, and flood hazard area along the frontage of Passaic and Fairfield Avenues.

2. The Applicant is the contract-purchaser of the Property and proposes to develop the Property with a 4-story, 92-unit apartment building, inclusive of affordable units, parking areas, passive recreation areas, transformer, site lighting, landscaping, stormwater management and other associated improvements on the Property ("Application").

3. Daniel Bloch, in his capacity as Planning and Zoning Official for West Caldwell, generated zoning review reports, dated June 24, 2024, October 16, 2024 and February 13, 2025 (collectively "Zoning Report"), in which it was noted that the Applicant requires variance relief pursuant to N.J.S.A. 40:55D-70d1, N.J.S.A. 40:55D-70d5, N.J.S.A. 40:55D-70d6, N.J.S.A. 40:55D-70c and preliminary and final site plan relief, detailed as follows:

"D" Use Variance pursuant to N.J.S.A. 40:55D-70d1, -d5 -d6

- Section 20-13.1: Use Not Permitted - Multi-family residential dwellings are not a permitted use in the M-1 Zone;
- Section 20-13.5a: The maximum permitted building height in the M-1 Zone is 35 feet, whereas 52.4 feet is proposed.
- Section 20-17.29.c.4: Maximum Density. The maximum permitted density for *mixed-use* inclusionary development is 20 units per acre. *While the Applicant did not propose a mixed use*, thus requiring relief pursuant to Section 20-13.1, above, the nonconformance with this standard, to the extent deemed applicable, has been noted on the record and it was stipulated and confirmed that the Applicant proposal yields 26.51 units per acre

"C" Bulk Variance pursuant to N.J.S.A. 40:55D-70c

- Section 20-13.5: Building Stories. M-1 Zone permits maximum of 2-stories, Applicant proposes 4-stories.
- Section 20-13.5: Aggregate Width of Side Yards. M-1 Zone requires a minimum combined side yard setback equal to or greater than 40% of the lot width, 20.7% proposed.
- Section 20-19.1.k: Accessory Structure Location (Transformer). Accessory structures in non-residential districts are permitted in the rear yard only, Applicant proposes transformer in front yard.
- Section 20-19.1.k: Accessory Structure Front Yard Setback (Transformer). Outdoor ground-mounted ancillary mechanical equipment which is determined by the Township agency to have a direct physical connection to the principal building and also is necessary for the processes conducted within the principal building shall be subject to the height and setback requirements of the principal building. Required front yard setback for the proposed transformer is 50 feet, 4.4 feet proposed.
- Section 20-19.1.f: Accessory Structure Side Yard Setback (Transformer). 40 feet required, 10.8 feet proposed.
- Section 20-23.4.d.21: Number of Parking Spaces. Multi-family requires 2 spaces per dwelling unit or 1 per bedroom, whichever is greater, 30% of which shall be garage spaces (i.e. 92 units x 2 spaces = 184 parking spaces; 55 spaces to be garage spaces). Applicant proposes 174 parking spaces inclusive of EV statutory

credit, whereas 184 spaces are required. RSIS conformance is noted (under RSIS, 173 spaces are required, 156 actual spaces are provided).

- Section 20-23.5.d: Parking Stall Size (90 degree and 45-degree parking angle). Required to measure 10 feet by 20 feet, 9 feet by 18 feet spaces proposed.

- Section 20-23.5.d: Parking Aisles (90 degree). Required to be 25 feet in width, 24 feet proposed.

- Section 20-23.3.g: Parking Setback to Front Property Line. No vehicle shall be parked closer than 10 feet to any property line, front parking stalls are proposed 5 feet from the right-of-way line.

- Section 20-20.2: Flood Hazard Area. Within any flood hazard area, no building, structure or other development used, or designed or intended to be used, for residential purposes, including required yards related thereto, shall be permitted, and no premises shall be converted for such purposes, proposal calls for a portion of the following to encroach into the flood hazard area (i) residential building (ii) front yard parking along Passaic Avenue and (iii) transformer along Fairfield Avenue.

- Section 20-24.6: Number of Signs. In the M-1 Zone, one identification sign is permitted attached to the front wall of the principal building and one additional sign permitted on the wall facing additional street frontage. In the alternative (not in addition to the wall sign) a freestanding sign is permitted. Applicant proposes two wall signs on Passaic Avenue frontage (one ID sign above the main entrance, one vertical address sign) as well as freestanding signage.

- Section 20-24.2h: Freestanding Sign Setback. In the M-1 Zone, a freestanding sign is permitted in the rear half of the principal building front yard setback. Applicant proposes a 5.5 foot sign setback from Passaic Avenue, where 25 feet is required.

- Section 20-23.4.d: Parking Location. To permit parking spaces within the front yard, whereas parking is permitted in the rear yard only.

4. All exhibits submitted in connection with the Application were pre-marked, made part of the record in the within matter during the course of the public hearing, and are summarized as follows:

- A-1 Application ZB24-09 undated; including Affidavit of Applicant dated 3/27/24; Affidavit of Owner dated 3/26//24; six (6) pages;

- A-2 Authorization to Inspect Property ZB24-09; one (1) page; dated 3/26/24;

- A-3 Application Minor Site Plan Checklist, two (2) pages;

- A-4 Application Major Site Plan Checklist, two (2) pages;

- A-5 Statement of Purpose; three (3) pages; dated 4/17/24;
- A-6 Owner's Certification, Owner's Authorization of Application and Authorization to Inspect the Property; one (1) page; dated 3/26/24;
- A-7 Applicant's Certification, Applicant's Authorization of Application and Applicant's Authorization to Inspect the Property; one (1) page; dated 3/27/24;
- A-8 Certification Regarding Conformance with Major Site Plan Checklist Item No. 17; one (1) page; dated 3/27/24;
- A-9 10% Disclosure; one (1) page;
- A-10 Statement Regarding chemicals, combustibles and other hazardous substances; one (1) page; dated 3/27/24;
- A-11 Potable Water Usage Analysis prepared by Dykstra Walker Design Group; two (2) pages; dated 4/18/24;
- A-12 Certification of Payment of Taxes; one (1) page; dated 3/7/24;
- A-13 Traffic Impact Assessment prepared by Dolan & Dean Consulting Engineers, LLC; forty-one (41) pages; dated 2/29/24;
- A-14 NJDEP Freshwater Wetlands Letter of Interpretation; three (3) pages; dated 12/11/20;
- A-15 List of properties within 200 ft., Block 1201, Lot 3, 780 Passaic Avenue; Eleven (11) pages from West Caldwell Tax Assessor Office; dated 3/6/24;
- A-16 Stormwater management Calculations prepared by Dykstra Walker Design Group; one hundred sixty-two (162) pages; dated 4/5/24;
- A-17 Architectural Plans prepared by Minno Wasko Architects and Planners; eight (8) pages; dated 4/12/24;
- A-18 Preliminary and Final Major Site Plan prepared by Dykstra Walker Design Group; twelve (12) pages; dated 4/5/24;
- A-19 Essex County Planning Board Application; two (2) pages; dated 5/29/24;
- A-20 Affidavit of Service of Notice signed by Applicant dated 10/16/24 including copy of Notice to Property Owners, original CM/RRR receipt;
- A-21 Affidavit of Publication from The Star Ledger, published on 10/13/24;
- A-22 Response to Township Engineer prepared by Dykstra Walker Design Group; nine (9) pages; dated 9/19/24;
- A-23 Revised Architectural Plans prepared by Minno Wasko Architects and Planners; ten (10) pages; dated 9/12/24;

- A-24 Revised Preliminary and Final Major Site Plan prepared by Dykstra Walker Design Group; twelve (12) pages; dated 9/10/24;
- A-25 NJDEP Permitting Plans prepared by Dykstra Walker Design Group; sixteen (16) pages; dated 3/1/24; last revised 10/14/24;
- A-26 NJDEP Permit; eight (8) pages; dated 10/16/24;
- A-27 Will Serve Letter to TBSA; one (1) page; dated 6/27/24;
- A-28 Letter from TBSA; one (1) page; dated 7/1/24;
- A-29 Will Serve Letter to Fairfield; one (1) page; dated 6/27/24;
- A-30 Will Serve Letter to West Caldwell; one (1) page; dated 6/27/24;
- A-31 Environmental Impact Statement prepared by Dykstra Walker Design Group; forty three (43) pages; dated 10/21/24;
- A-32 Exiting conditions, colorized rendering;
- A-33 Proposed conditions, colorized rendering;
- A-34 Colorized architectural plan set (13-sheets) dated 9/12/24;
- A-35 Letter from Applicant Counsel three (3) pages dated 1/3/25;
- A-36 Site Aerial, NJGIS Imagery prepared 10/23/24 one (1) sheet;
- B-1 Denial of Zoning Application; two (2) pages; dated 4/30/24;
- B-2 Referral Report from the West Caldwell Tax Collector; one (1) page; dated 4/22/24;
- B-3 Referral Report from West Caldwell Fire Official; three (3) pages; dated 6/26/24;
- B-4 Referral Report from West Caldwell Construction Official; three (3) pages; dated 6/26/24
- B-5 Referral Report from Department of Public Works; one (1) page;
- B-6 Referral Report from West Caldwell Tax Assessor; one (1) page; dated 6/26/24;
- B-7 Referral Report from Health Official; one (1) page; dated 4/24/24;
- B-8 Referral Report from Zoning Official; sixteen (16) pages; dated 6/24/24;
- B-9 Referral Report from Engineer; eleven (11) pages; dated 5/22/24;
- B-10 Referral; Report from Police Department; one (1) page; dated 6/26/24;
- B-11 Updated Report from Engineer; thirteen (13) pages; dated 10/16/24;

- B-12 Updated Report from Zoning Official; twenty (20) pages; dated 10/16/24; and,
- B-13 Updated Report from Zoning Official; three (3) pages; dated 2/13/25.

5. The Applicant was represented by Nicholas Whittaker., Esq., and Lawrence Cutalo, Esq., who called several witnesses in support of the Application.

6. The Applicant called Joseph Romano, who was sworn and testified, in a lay capacity, on behalf of the Applicant. Mr. Romano represented himself as a principal with the Applicant entity and confirmed his real estate development experience, on scale with that of the proposal, within the immediate area. Mr. Romano offered testimony describing the proposed site development, programming, use and related amenities to be provided under the proposal pending before the Board.

7. The Applicant called Marc Walker, PE, of Dykstra Walker Design Group, who was sworn, qualified as a licensed professional engineer, with license current and in good standing. Mr. Walker testified, with reference to the filed site plans and pre-marked engineering exhibits to confirm the site location, address, block/lot, zoning district, illustrate existing site conditions, describe proposed site conditions, improvements, infrastructure, site constraints and deviations from conformance with the Township Land Development Code. Mr. Walker offered testimony as to other-agency jurisdiction and the review status of same, inclusive of describing the flood hazard, floodway and wetlands conditions of the Property, confirming NJDEP regulated areas and opining that the ultimate site plan layout was largely determined based upon those site constraints. Mr. Walker offered testimony as to the structure size and the proposed overall reduction of improved lot coverage from existing conditions. Testimony was offered as to the various accessory improvements and areas, including parking areas (with stall counts confirmed), EV parking details (with state compliance confirmed), transformer location, lighting and landscaping details. It was confirmed that the stormwater management, as proposed, meets the NJDEP requirements and that a permit from the Department was in place, as of the date of the public hearing. Mr. Walker also confirmed adequate site access and circulation for all first responders

arriving at and navigating the Property, in the event of an emergency response. Questions from members of the public were raised and presented to Mr. Walker, during the course of his testimony, which were responded to.

8. The Applicant called Jack Raker, AIA, Minno Wasko Architects and Planners, who was sworn, qualified as a licensed architect, with license current and in good standing. Mr. Raker testified, inclusive of utilizing pre-marked exhibits of the architectural and related plans, as to the proposed residential building floor plan details, dwelling unit bedroom distribution, elevation plan details and finish materials. Testimony was offered as to compliance with all applicable fire suppression requirements and unit adaptability / Americans with Disabilities Act compliance. Questions from the Township Fire Code Official were raised and presented to Mr. Raker, during the course of his testimony, regarding stairwell access to the roof, which were responded to with confirmation of compliance with the Code Official's request as memorialized in the Official's filed report, in the record. Questions from members of the public were raised and presented to Mr. Raker, during the course of his testimony, which were responded to.

9. The Applicant called Gary Dean, PE, Dolan & Dean Consulting Engineers, LLC, who was sworn, qualified as a licensed professional engineer, with expertise in the field of traffic engineering, with license current and in good standing. Mr. Dean offered a summary of the analysis and conclusions of his filed Traffic Impact Study, inclusive of confirming peak trips, noting permitted "heavier" uses within the M-1 Zone which would exceed the demand generated by the instant proposal of the Applicant, confirming the level of service as proposed and confirmation of compliance with RSIS standards as to off-street parking adequacy. It was confirmed and agreed that the Applicant would install site signage directing motorists as to the prohibited act of making a left turn onto Passaic Avenue, from the Property. Questions from members of the public were raised and presented to Mr. Dean, during the course of his testimony, which were responded to.

10. The Applicant called Andrew Janiw, PP, Beacon Planning & Consulting Services, LLC, who was sworn, qualified as a licensed professional planner, with license current and in good standing. Mr. Janiw reiterated the proposed improvements, noting the purposes of zoning advanced by the proposal, inclusive of

MLUL statutory purposes A, G, K and M of N.J.S.A. 40:55D-1 et seq. Mr. Janiw provided his variance analysis, contending the satisfaction of the enhanced burden to grant relief pursuant to N.J.S.A. 40:55D-70d1 and -d6 to grant the proposed use, density and principal structure height variance. Mr. Janiw also testified that the proposed site is particularly suitable for the multifamily inclusionary housing use considering its topography, compatible surrounding uses, and location within an affordable housing overlay zone. Mr. Janiw further testified that the d variances could be granted without substantial detriment to the surrounding properties or the public good and without substantial impairment of the zone plan and zoning ordinance. Mr. Janiw further testified that the site can accommodate problems associated with the proposed use with a greater height. Mr. Janiw offered testimony in support of conditional use relief, given the similarities between the proposed development and the Land Development Code conditional allowance for mixed-use development within the subject zone. Further, Mr. Janiw advised that the bulk variances were subsumed within the the "D" use variance justification, nevertheless, offered testimony that the bulk deviations can be granted under the flexible "C2" standard of N.J.S.A. 40:55D-70c. Lastly, Mr. Janiw provided testimony regarding the anticipated impact to the Board of Education, based upon published data, to be likely generated by the proposal, if approved and developed, to the satisfaction of the Board. Questions from members of the public were raised and presented to Mr. Janiw, during the course of his testimony, which were responded to.

WHEREAS, the Board finds the testimony and other evidence presented in connection with the Application to be credible.

WHEREAS, after carefully considering the Application, the Board concluded that the Applicant's presentation, sworn witness testimony, exhibits presented during the course of the public hearing and conditions peculiarly affecting the Property, warranted the grant of preliminary and final site plan approval, together with the variances sought in connection with the proposal, under relevant and applicable statutory authority and case law, pursuant to N.J.S.A. 40:55D-70, et seq.

WHEREAS, based upon the testimony and other evidence, the Board concluded that the Applicant's request for variance relief pursuant to N.J.S.A. 40:55D-70c and -70d is warranted and satisfied the enhanced burden of proof, evidencing that the currently vacant Property is particularly suitable for the multifamily inclusionary residential use within an affordable housing overlay and advances several purposes of the Municipal Land Use, and with the imposition of certain relevant conditions, the Board concludes that the relief sought can be granted without detriment to the surrounding neighbors, public good or the intent and purpose of the Zone Plan and Zoning Ordinance.

NOW, THEREFORE, BE IT RESOLVED that the Board's decision to grant the within Application on December 14, 2023 is hereby memorialized on this date, subject to the following conditions:

1. Payment of all fees, sureties, and escrows required by ordinance.

2. The Applicant shall comply with all representations made in testimony and evidence submitted to the Board.

3. All stormwater management controls shall be consistent with West Caldwell Township Ordinance 21A-17 and remain subject to approval by the West Caldwell Township Engineer.

4. The Applicant shall comply with all conditions contained in the Township Reports which issued in connection with the Application, including but not limited to the documents marked as Board Exhibits, and as identified herein.

5. The Applicant shall provide the West Caldwell Planning and Zoning Office with documentation evidencing any easement restrictions associated with the Subject Property, if applicable.

6. The Applicant shall provide and enter into a Developer's Agreement that is acceptable to the Township of West Caldwell, if so required.

7. All final signage details shall be subject to the review and approval of the Township Signage Committee.

8. The Applicant acknowledges that the Board's approval does not confer vested rights to sewer capacity in the Caldwell Sewerage Treatment Plan without review and approval by the Superior Court of New Jersey pursuant to an Order dated March 14, 2022, which was entered in an action entitled In the Matter of the Borough of Caldwell, Essex County, New Jersey, Docket No, ESX-L-3999-16. The Applicant shall provide the West Caldwell Planning and Zoning Office with a copy of any approval received by the Applicant.

9. All approvals, the issuance of construction permits and certificates of occupancy are subject to all applicable laws of the State of New Jersey, any required governmental agency approvals, ordinances of the Township of West Caldwell and Rules and Regulations of the Zoning Board.

10. Applicant shall submit a stormwater operations and maintenance manual and shall coordinate with the Board Engineer as to general stormwater management satisfaction issues, to be reviewed and approved by the Township Board professional staff.

11. Applicant shall provide a vehicle turning template, to be reviewed and approved by the Township Board professional staff.

12. Applicant shall relocate the ADA parking spaces closer to the building entrance, to be reviewed and approved by the Township Board professional staff.

13. Applicant shall provide utility, power and supply details for review by, and to the satisfaction of, the Board Engineer.

14. Applicant shall provide all requisite will-serve letters for review by, and to the satisfaction of, the Board Engineer.

15. Applicant shall return to the Board for amended site plan review, in the event the utility provider requires a relocation of the transformer, to a location on the Property different than that which is depicted on the final site plans.

16. Applicant shall prohibit left turns from the Property onto Passaic Avenue and shall install signage on the Property advising motorists of said prohibition, which shall be reviewed and approved by the Township Board professional staff.

17. Applicant shall screen the transformer, which shall be reviewed and approved by the Township Board professional staff.

18. The Applicant shall meet the applicable affordable housing requirements of the Township and State of New Jersey, including those requirements of UHAC pertaining to bedroom distribution standards and establishing the total affordable unit count and other requirements associated therewith, consistent with the Zoning Report. In accordance with Section 23-1e.1. any property that receives a use variance or density variance that yield five or more units must provide a minimum affordable housing set-aside of 20% regardless of tenure. As this is a minimum requirement, the 20% affordable housing set-aside shall be rounded up from 18.4 to 19. Therefore, the Applicant is required to provide 19 on-site affordable housing units.

19. The affordable housing units shall be rental and unrestricted (open to any type of household). The affordable housing units shall comply with P.L. 2024, c.2. The developer shall be responsible for retaining a qualified Administrative Agent.

7 Members Present

Vote on Resolution

4 Affirmative

0 Negative

3 Abstain

The foregoing is a true copy of a Resolution adopted by the Zoning Board of Adjustment on February 13, 2025. This Resolution memorializes the formal action taken by the Zoning Board of Adjustment at its regular meeting held on March 13, 2025.

Deborah Gill, Secretary of Board of Adjustment

Appendix W | Affirmative Marketing Plan and 2021 Resolution

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 2)**

I. APPLICANT AND PROJECT INFORMATION
(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number Piazza & Associates 216 Rockingham Row, Princeton, NJ 609.786.1100	1b. Development or Program Name, Address **Heritage at West Caldwell** 236 Clinton Road	
1c. Number of Affordable Units: 9 Number of Rental Units: 0 Number of For-Sale Units: 9	1d. Price or Rental Range From 95,000 To 199,000	1e. State and Federal Funding Sources (if any) None
1f. □ Age Restricted **X** Non-Age Restricted	1g. Approximate Starting Dates Advertising: Already occurred Occupancy: Already occurred	
1h. County **Essex, Morris, Union, Warren**	1i. Census Tract(s): 218.02	
1j. Managing/Sales Agent's Name, Address, Phone Number Already sold between 2013 and 2014		
1k. Application Fees (if any): none		

1a. Administrative Agent Name, Address, Phone Number TBD	1b. Development or Program Name, Address **Mountain Ridge Country Club Overlay Zone** 713 Passaic Avenue	
1c. Number of Affordable Units: TBD, will be based on site yield Number of Rental Units: TBD Number of For-Sale Units: TBD	1d. Price or Rental Range From TBD To TBD	1e. State and Federal Funding Sources (if any) TBD
1f. □ Age Restricted □ Non-Age Restricted	1g. Approximate Starting Dates Advertising: Will begin 120 days prior to first occupancy Occupancy: TBD	
1h. County **Essex, Morris, Union, Warren**	1i. Census Tract(s): 218.02	
1j. Managing/Sales Agent's Name, Address, Phone Number TBD		
1k. Application Fees (if any): TBD		

1a. Administrative Agent Name, Address, Phone Number TBD		1b. Development or Program Name, Address **Durkin** 1120 Bloomfield Avenue
1c. Number of Affordable Units: 28 are anticipated Number of Rental Units: 28 are anticipated Number of For-Sale Units: 0	1d. Price or Rental Range From TBD To TBD	1e. State and Federal Funding Sources (if any) TBD
1f. □ Age Restricted **X** Non-Age Restricted	1g. Approximate Starting Dates Advertising: Will begin 120 days prior to first occupancy Occupancy: TBD	
1h. County **Essex, Morris, Union, Warren**		1i. Census Tract(s): 218.02
1j. Managing/Sales Agent's Name, Address, Phone Number TBD		
1k. Application Fees (if any): TBD		

1a. Administrative Agent Name, Address, Phone Number TBD		1b. Development or Program Name, Address **Block 1600** 1089-1091 and 1085 Bloomfield Avenue, 204 Clinton Road
1c. Number of Affordable Units: 7 are anticipated Number of Rental Units: 7 are anticipated Number of For-Sale Units: 0	1d. Price or Rental Range From TBD To TBD	1e. State and Federal Funding Sources (if any) TBD
1f. □ Age Restricted **X** Non-Age Restricted	1g. Approximate Starting Dates Advertising: Will begin 120 days prior to first occupancy Occupancy: TBD	
1h. County **Essex, Morris, Union, Warren**		1i. Census Tract(s): 218.02
1j. Managing/Sales Agent's Name, Address, Phone Number TBD		
1k. Application Fees (if any): TBD		

1a. Administrative Agent Name, Address, Phone Number TBD		1b. Development or Program Name, Address **Pio Costa** 1200 Bloomfield Avenue
1c. Number of Affordable Units: 8 are anticipated Number of Rental Units: TBD Number of For-Sale Units: TBD	1d. Price or Rental Range From TBD To TBD	1e. State and Federal Funding Sources (if any) TBD
1f. ☐ Age Restricted ☐ Non-Age Restricted	1g. Approximate Starting Dates Advertising: Will begin 120 days prior to first occupancy Occupancy: TBD	
1h. County **Essex, Morris, Union, Warren**		1i. Census Tract(s): 218.02
1j. Managing/Sales Agent's Name, Address, Phone Number TBD		
1k. Application Fees (if any): TBD		

1a. Administrative Agent Name, Address, Phone Number TBD		1b. Development or Program Name, Address **75 Clinton Road** 75 Clinton Road
1c. Number of Affordable Units: 5 are antiicpated Number of Rental Units: TBD Number of For-Sale Units: TBD	1d. Price or Rental Range From TBD To TBD	1e. State and Federal Funding Sources (if any) TBD
1f. ☐ Age Restricted ☐ Non-Age Restricted	1g. Approximate Starting Dates Advertising: Will begin 120 days prior to first occupancy Occupancy: TBD	
1h. County **Essex, Morris, Union, Warren**		1i. Census Tract(s): 218.02
1j. Managing/Sales Agent's Name, Address, Phone Number TBD		
1k. Application Fees (if any): TBD		

1a. Administrative Agent Name, Address, Phone Number	1b. Development or Program Name, Address
TBD	**Caldwell Nursery** 246 Passaic Avenue

1c.	1d. Price or Rental Range	1e. State and Federal Funding Sources (if any)
Number of Affordable Units: TBD Number of Rental Units: TBD Number of For-Sale Units: TBD	From TBD To TBD	TBD

1f.	1g. Approximate Starting Dates
□ Age Restricted □ Non-Age Restricted	Advertising: Will begin 120 days prior to first occupancy Occupancy: TBD

1h. County	1i. Census Tract(s):
Essex, Morris, Union, Warren	218.01

1j. Managing/Sales Agent's Name, Address, Phone Number
TBD

1k. Application Fees (if any):
TBD

1a. Administrative Agent Name, Address, Phone Number	1b. Development or Program Name, Address
TBD	**B-2, B-3, M-1, M-2 Conditional Use** Address varies

1c.	1d. Price or Rental Range	1e. State and Federal Funding Sources (if any)
Number of Affordable Units: TBD Number of Rental Units: TBD Number of For-Sale Units: TBD	From TBD To TBD	TBD

1f.	1g. Approximate Starting Dates
□ Age Restricted □ Non-Age Restricted	Advertising: Will begin 120 days prior to first occupancy Occupancy: TBD

1h. County	1i. Census Tract(s):
Essex, Morris, Union, Warren	218.02

1j. Managing/Sales Agent's Name, Address, Phone Number
TBD

1k. Application Fees (if any):
TBD

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

2. Describe the random selection process that will be used once applications are received.

See the Sales and Rental Operating Manuals for a description of the selection process the Administrative Agent will utilize.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic ☐ Black (non-Hispanic) X Hispanic ☐ American Indian or Alaskan Native

X Asian or Pacific Islander ☐ Other group:

3b. **HOUSING RESOURCE CENTER** (www.njhousing.gov) A free, online listing of affordable housing X

3c. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	**NAMES OF REGIONAL NEWSPAPER(S)**	**CIRCULATION AREA**
TARGETS ENTIRE HOUSING REGION 2			
Daily Newspaper			
X	Once at the start of the affirmative marketing process with additional monthly advertising as necessary	Star-Ledger	
☐		New York Times	
TARGETS PARTIAL HOUSING REGION 2			
Daily Newspaper			
☐		Daily Record	Morris
☐		Express Times	Warren
Weekly Newspaper			
☐		Belleville Post	Essex

☐		Belleville Times	Essex
☐		Bloomfield Life	Essex
☐		East Orange Record	Essex
☐		Glen Ridge Paper	Essex
☐		Glen Ridge Voice	Essex
☐		Independent Press	Essex
☐		Irvington Herald	Essex
☐		Item of Millburn and Short Hills	Essex
☐		Montclair Times	Essex
☐		News-Record	Essex
☐		Nutley Journal	Essex
☐		Nutley Sun	Essex
☐		Observer	Essex
☐		Orange Transcript	Essex
☐		Progress	Essex
☐		Vailsburg Leader	Essex
☐		Verona-Cedar Grove Times	Essex
☐		West Essex Tribune	Essex
☐		West Orange Chronicle	Essex
☐		Atom Tabloid & Citizen Gazette	Middlesex, Union
☐		Chatham Courier	Morris
☐		Chatham Independent Press	Morris
☐		Citizen of Morris County	Morris
☐		Florham Park Eagle	Morris
☐		Hanover Eagle	Morris
☐		Madison Eagle	Morris
☐		Morris News Bee	Morris
☐		Mt. Olive Chronicle	Morris
☐		Neighbor News	Morris
☐		Randolph Reporter	Morris

☐		Roxbury Register	Morris
☐		Parsippany Life	Morris
☐		Clark Patriot	Union
☐		Cranford Chronicle	Union
☐		Echo Leader	Union
☐		Elizabeth Reporter	Union
☐		Hillside Leader	Union
☐		Leader of Kenilworth & Roselle Park	Union
☐		Madison Independent Press, The	Union
☐		Millburn and Short Hills Independent Press	Union
☐		News Record	Union
☐		Record-Press	Union
☐		Scotch Plains Times (Fanwood Times)	Union
☐		Spectator Leader	Union
☐		Union Leader	Union
☐		Warren Reporter	Warren

	DURATION & FREQUENCY OF OUTREACH	**NAMES OF REGIONAL TV STATION(S)**	**CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE**
TARGETS ENTIRE HOUSING REGION 2			
☐		2 WCBS-TV Cbs Broadcasting Inc.	
		3 KYW-TV Cbs Broadcasting Inc.	
☐		4 WNBC NBC Telemundo License Co. (General Electric)	
☐		5 WNYW Fox Television Stations, Inc. (News Corp.)	
☐		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	
☐		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
☐		11 WPIX Wpix, Inc. (Tribune)	
☐		13 WNET Educational Broadcasting Corporation	

☐		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	
☐		31 WPXN-TV Paxson Communications License Company, Llc	
☐		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	
☐		47 WNJU NBC Telemundo License Co. (General Electric)	
☐		50 WNJN New Jersey Public Broadcasting Authority	
☐		52 WNJT New Jersey Public Broadcasting Authority	
☐		54 WTBY-TV Trinity Broadcasting Of New York, Inc.	
☐		58 WNJB New Jersey Public Broadcasting Authority	
☐		62 WRNN-TV Wrnn License Company, Llc	
☐		63 WMBC-TV Mountain Broadcating Corporation	
☐		68 WFUT-TV Univision New York Llc	Spanish
TARGETS PARTIAL HOUSING REGION 2			
☐		42 WKOB-LP Nave Communications, Llc	Essex
☐		22 WMBQ-CA Renard Communications Corp.	Essex, Morris, Union
☐		66 WFME-TV Family Stations Of New Jersey, Inc.	Essex, Morris, Union
☐		21 WLIW Educational Broadcasting Corporation	Essex, Union
☐		60 W60AI Ventana Television, Inc	Essex, Union
☐		36 W36AZ New Jersey Public Broadcasting Authority	Morris
☐		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Morris, Union, Warren
☐		65 WUVP-TV Univision Communications, Inc.	Morris, Union, Warren
☐		23 W23AZ Centenary College	Morris, Warren
☐		28 WBRE-TV Nexstar Broadcasting, Inc.	Morris, Warren
☐		35 WYBE Independence Public Media Of Philadelphia, Inc.	Morris, Warren

☐		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Morris, Warren
☐		44 WVIA-TV Ne Pa Ed Tv Association	Morris, Warren
☐		56 WOLF-TV Wolf License Corp	Morris, Warren
☐		60 WBPH-TV Sonshine Family Television Corp	Morris, Warren
☐		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Morris, Warren
☐		10 WCAU NBC Telemundo License Co. (General Electric)	Warren
☐		16 WNEP-TV New York Times Co.	Warren
☐		17 WPHL-TV Tribune Company	Warren
☐		22 WYOU Nexstar Broadcasting, Inc.	Warren
☐		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Warren
☐		38 WSWB Mystic Television of Scranton Llc	Warren
☐		48 WGTW-TV Trinity Broadcasting Network	Warren
☐		49 W49BE New Jersey Public Broadcasting Authority	Warren
☐		55 W55BS New Jersey Public Broadcasting Authority	Warren
☐		57 WPSG Cbs Broadcasting Inc.	Warren
☐		61 WPPX Paxson Communications License Company, Llc	Warren

	DURATION & FREQUENCY OF OUTREACH	**NAMES OF CABLE PROVIDER(S)**	**BROADCAST AREA**
TARGETS PARTIAL HOUSING REGION 2			
☐		Cablevision of Newark	Partial Essex
☐		Comcast of NJ (Union System)	Partial Essex, Union
X	Once at the start of the affirmative marketing process with additional monthly advertising as necessary	Cablevision of Oakland	Partial Essex, Morris
☐		Cable Vision of Morris	Partial Morris
☐		Comcast of Northwest NJ	Partial Morris, Warren
☐		Patriot Media & Communications	Partial Morris

☐		Service Electric Broadband Cable	Partial Morris, Warren
☐		Cablevision of Elizabeth	Partial Union
☐		Comcast of Plainfield	Partial Union
☐		Cable Vision of Morris	Partial Warren
☐		Service Electric Cable TV of Hunterdon	Partial Warren

	Duration & Frequency of Outreach	**Names of Regional Radio Station(s)**	**Broadcast Area and/or Racial/Ethnic Identification of Readers/Audience**
TARGETS ENTIRE HOUSING REGION 2			
AM			
☐		WFAN 660	
☐		WOR 710	
☐		WABC 770	
FM			
☐		WFNY-FM 92.3	
☐		WPAT-FM 93.1	Spanish
☐		WNYC-FM 93.9	
☐		WFME 94.7	Christian
☐		WPLJ 95.5	
☐		WQXR-FM 96.3	
☐		WQHT 97.1	
☐		WRKS 98.7	
☐		WAWZ 99.1	Christian
☐		WHTZ 100.3	
☐		WCBS-FM 101.1	
X	Once at the start of the affirmative marketing process with additional monthly advertising as necessary	WKXW-FM 101.5	
☐		WQCD 101.9	
☐		WNEW 102.7	
☐		WKTU 103.5	
☐		WAXQ 104.3	

☐		WWPR-FM 105.1	
☐		WLTW 106.7	
TARGETS PARTIAL HOUSING REGION 2			
AM			
☐		WWRL 1600	Essex
☐		WXMC 1310	Essex, Morris
☐		WWRV 1330	Essex, Morris (Spanish)
☐		WZRC 1480	Essex, Morris (Chinese/Cantonese)
☐		WMCA 570	Essex, Morris, Union (Christian)
☐		WNYC 820	Essex, Morris, Union
☐		WCBS 880	Essex, Morris, Union
☐		WPAT 930	Essex, Morris, Union (Caribbean, Mexican, Mandarin)
☐		WWDJ 970	Essex, Morris, Union (Christian)
☐		WINS 1010	Essex, Morris, Union
☐		WEPN 1050	Essex, Morris, Union
☐		WKMB 1070	Essex, Morris, Union (Christian)
☐		WBBR 1130	Essex, Morris, Union
☐		WLIB 1190	Essex, Morris, Union (Christian)
☐		WMTR 1250	Essex, Morris, Union
☐		WADO 1280	Essex, Morris, Union (Spanish)
☐		WNSW 1430	Essex, Morris, Union (Portuguese)
☐		WJDM 1530	Essex, Morris, Union (Spanish)
☐		WQEW 1560	Essex, Morris, Union
☐		WWRU 1660	Essex, Morris, Union (Korean)
☐		WCTC 1450	Union
		WCHR 1040	Warren
		WEEX 1230	Warren
		WNNJ 1360	Warren
		WRNJ 1510	Warren
FM			
☐		WMSC 90.3	Essex

☐		WFUV 90.7	Essex
☐		WBGO 88.3	Essex, Morris, Union
☐		WSOU 89.5	Essex, Morris, Union
☐		WKCR-FM 89.9	Essex, Morris, Union
☐		WFMU 91.1	Essex, Morris, Union
☐		WNYE 91.5	Essex, Morris, Union
☐		WSKQ-FM 97.9	Essex, Morris, Union (Spanish)
☐		WBAI 99.5	Essex, Morris, Union
☐		WDHA -FM 105.5	Essex, Morris, Union
☐		WCAA 105.9	Essex, Morris, Union (Latino)
☐		WBLS 107.5	Essex, Morris, Union
☐		WHUD 100.7	Essex, Morris, Warren
☐		WPRB 103.3	Essex, Union, Warren
☐		WMNJ 88.9	Morris
☐		WJSV 90.5	Morris
☐		WNNJ-FM 103.7	Morris, Warren
☐		WMGQ 98.3	Union
☐		WCTO 96.1	Union, Warren
☐		WNTI 91.9	Warren
☐		WSBG 93.5	Warren
☐		WZZO 95.1	Warren
☐		WAEB-FM 104.1	Warren
☐		WHCY 106.3	Warren

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)

		NAME OF PUBLICATIONS	**OUTREACH AREA**	**RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE**
TARGETS ENTIRE HOUSING REGION 2				
Monthly				
X	Once at the start of the affirmative marketing process with additional monthly advertising	Sino Monthly	North Jersey/NYC area	Chinese-American

	as necessary			
TARGETS PARTIAL HOUSING REGION 2				
Daily				
☐		24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly				
☐		Arab Voice Newspaper	North Jersey/NYC area	Arab-American
☐		Brazilian Voice, The	Newark	Brazilian-American
☐		Catholic Advocate, The	Essex County area	Catholic
☐		La Voz	Hudson, Union, Middlesex Counties	Cuban community
☐		Italian Tribune	North Jersey/NYC area	Italian community
☐		New Jersey Jewish News	Northern and Central New Jersey	Jewish
☐		El Nuevo Coqui	Newark	Puerto Rican community
☐		Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
☐		El Especialito	Union City	Spanish-Language
☐		La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greeebrook, Linden, Lyndenhurst, Newark, North Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	Spanish-Language
☐		Ukranian Weekly	New Jersey	Ukranian community

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH		**NAME OF EMPLOYER/COMPANY**	**LOCATION**
Essex County			
☐		Newark Liberty International Airport	Newark Airport, Newark, NJ
☐		Verizon Communications	540 Broad St Newark, NJ 07102
☐		Prudential Financial, Inc.	751 Broad St Newark, NJ 07102
☐		Continental Airlines	1 Newark Airport, Newark, NJ
☐		University of Medicine/Dentistry	Office of Marketing & Media Relations 150 Bergen Street Room D347 Newark, NJ 07103

☐		Public Service Enterprise Group	80 Park Plz Newark, NJ 07102
X	A flyer and preliminary application will be mailed once at the start of the affirmative marketing process	Prudential Insurance	751 Broad Street, Newark, NJ 07102-3777
☐		Horizon Blue Cross & Blue Shield of NJ	3 Raymond Plz W Newark, NJ 07102
☐		Newark Liberty International Airport	Newark Airport, Newark, NJ
X	A flyer and preliminary application will be mailed once at the start of the affirmative marketing process	Horizon Blue Cross & Blue Shield of NJ	540 Broad St Newark, NJ 07102
Morris County			
☐		Atlantic Health System-Morristown Memorial Hospital	100 Madison Avenue Morristown, NJ 07962
X	A flyer and preliminary application will be mailed once at the start of the affirmative marketing process	AT&T	295 N Maple Ave, Basking Ridge, NJ and 180 Park Ave, Florham Park, NJ
☐		US Army Armament R&D	21 Picatinny Arsenal, Picatinny Arsnl, NJ
X	A flyer and preliminary application will be mailed once at the start of the affirmative marketing process	Lucent Technologies	67 Whippany Rd, Whippany, NJ and 475 South St, Morristown, NJ and 5 Wood Hollow Rd, Parsippany, NJ and 24 Mountain Ave, Mendham, NJ
☐		Pfizer	Morris Plains/Parsippany
X	A flyer and preliminary application will be mailed once at the start of the affirmative marketing process	Novartis Pharmaceutical	59 State Route 10, East Hanover, NJ
☐		Kraft foods	200 Deforest Ave, East Hanover, NJ and 7 Campus Dr, Parsippany, NJ
☐		Mennen Sports Arena	161 E Hanover Ave, Morristown, NJ
☐		Honeywell	101 Columbia Rd Morristown, NJ 07960
☐		Pfizer	5 Woodhollow Rd, Parsippany and 175 Tabor Rd, Morris Plains
☐		St. Clare's Hospital	130 Powerville Road Boonton Township, NJ 07005 and 25 Pocono Road Denville, NJ 07834 and 400 West Blackwell Street Dover, NJ 07801 and 3219 Route 46 East, Suite 110 Parsippany, NJ 07054
Union County			
☐		A&M Industrial Supply Co	1414 Campbell St Rahway

☐		A.J. Seabra inc,	574 Ferry St Newark
X	A flyer and preliminary application will be mailed once at the start of the affirmative marketing process	Bristol-myers Products Research & Dev	1350 Liverty Ave Hillside
☐		Cede Candy Inc	1091 Lousons Road PO Box 271 Union, NJ
☐		Comcast Network	800 Rahway Ave Union, NJ
☐		HoneyWell Inc.	1515 West Blancke Street Bldgs 1501 and 1525 Linden, NJ
X	A flyer and preliminary application will be mailed once at the start of the affirmative marketing process	IBM Corporation	27 Commerce Drive Cranford, nj
☐		Howard Press	450 West First Ave Roselle,nj
☐		Lucent Technologies	600 Mountain Ave Murray Hill,NJ
☐		Merck & Co. Inc	1 Merck Drive PO Box 2000 (RY60-200E) Rahway, NJ
☐		Rahway Hospital	865 Stone Street Rahway, NJ
☐		Rotuba Extruders, Inc	1401 Park Ave South Linden
X	A flyer and preliminary application will be mailed once at the start of the affirmative marketing process	Union County College	1033 Springfield Ave Cranford,NJ

Warren County			
☐		Masterfoods USA	800 High Street Hackettstown, NJ
X	A flyer and preliminary application will be mailed once at the start of the affirmative marketing process	Warren Hospital	185 Roseberry St Phillipsburg, NJ
X	A flyer and preliminary application will be mailed once at the start of the affirmative marketing process	Roche Vitamins	206 Roche Drive Belvidere, NJ
☐		Hackettstown Hospital	651 Willow Grove St. Hackettstown, NJ
☐		Pechiney	191 Route 31 North Washington, NJ
☐		Lopatcong Care Center	390 Red School Lane Phillipsburg, NJ
☐		Mallinckrodt/Baker, Inc	222 Red School Lane Phillipsburg, NJ

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
FSHC	Statewide		A flyer and preliminary application will be mailed once at the start of the affirmative marketing process
New Jersey State Conference of the NAACP	Statewide		A flyer and preliminary application will be mailed once at the start of the affirmative marketing process
Latino Action Network	Statewide		A flyer and preliminary application will be mailed once at the start of the affirmative marketing process
East Orange Family Success Center	Statewide		A flyer and preliminary application will be mailed once at the start of the affirmative marketing process
Essex County Housing Authority	Statewide		A flyer and preliminary application will be mailed once at the start of the affirmative marketing process
HANDS, Inc.	Statewide		A flyer and preliminary application will be mailed once at the start of the affirmative marketing process
Supportive Housing Association	Statewide		A flyer and preliminary application will be mailed once at the start of the affirmative marketing process

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	BUILDING	**LOCATION**
X	Morris County Library	30 East Hanover Avenue, Whippany, NJ 07981
X	Warren County Library Headquarters	199 Hardwick Street, Belvidere, NJ 07823
X	Essex County/Hall of Records	465 Dr. Martin Luther King, Jr. Blvd, Newark, NJ 07102 (973)621-4400
X	Union County/Administration Building	Elizabethtown Plaza, Elizabeth, NJ 07207 (908)527-4100
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		

Lynda Korfmann, Municipal Building 30 Clinton Road, West Caldwell, NJ 07006
West Caldwell Public Library 30 Clinton Road, West Caldwell, NJ 07006
4c. Sales/Rental Office for units (if applicable) TBD

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).

_____

Name (Type or Print)

_____

Title/Municipality

_____

Signature Date

Resolution

Resolution No. 21-220 By: Councilman Wolsky

RESOLUTION – ENDORSING THE AMENDED AFFIRMATIVE MARKETING PLAN OF THE TOWNSHIP OF WEST CALDWELL'S 2021 HOUSING ELEMENT AND FAIR SHARE PLAN.

For the Meeting of September 14 in the Year of 2021

A RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WEST CALDWELL, ESSEX COUNTY, NEW JERSEY

WHEREAS, on June 16, 2020, the Township of West Caldwell ('Township') entered into a Settlement Agreement with Fair Share Housing Center ("FSHC") that established the Township's fair share obligation and preliminarily approved the Township's compliance mechanisms in accordance with the March 10, 2015 decision of the Supreme Court, which transferred responsibility to review and approve housing elements and fair share plans from the Council on Affordable Housing ("COAH") to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, on September 25, 2020, the Honorable Robert H. Gardner, J.S.C., entered an Order approving the FSHC Settlement Agreement finding it to be fair and reasonable to the region's low- and moderate-income households; and

WHEREAS, the Township's professionals have prepared a Round 3 Housing Element and Fair Share Plan, which is scheduled for adoption by the Township's Planning Board on September 13, 2021 and endorsement by the Township's Council on September 14, 2021, and is consistent with the Amendment to the Settlement Agreement, which will be considered and evaluated by the Court at a hearing on September 24, 2021; and

WHEREAS, the Plan shall include an Amended Affirmative Marketing Plan component, as required by the COAH rules at N.J.A.C. 5:93-11, which is designed to attract 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 the affordable units located in the Township; and

WHEREAS, the Township previously adopted a resolution approving an Affirmative Marketing Plan on May 19, 2021 (Resolution No. 21-130); and

WHEREAS, since the adoption of the Affirmative Marketing Plan on May 19, 2021, some changes to the Affirmative Marketing Plan were deemed necessary;

WHEREAS, the Amended Affirmative Marketing Plan incorporates these changes and was prepared in accordance with COAH's Rules, the Uniform Housing Affordability Controls at N.J.A.C. 5:80-26 and the Amendment to the Settlement Agreement.

NOW THEREFORE, BE IT RESOLVED that the Township Council of the Township of West Caldwell, Essex County, State of New Jersey, hereby:

1. Approves the Amended Affirmative Marketing Plan component of the Housing Element and Fair Share Plan, attached hereto as **Exhibit A**; and
2. The Township's professionals and officials are authorized to take all actions required to implement the terms of this Resolution

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on the date of September 14, 2021, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on September 15, 2021, I hereby **approve** the same.

Joseph Tempesta Jr.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
MICHAEL CRUDELE				
JOSEPH CECERE				
STANLEY HLADIK				
STEPHEN WOLSKY				
MICHAEL DOCTEROFF				
KATHY CANALE				
MAYOR TEMPESTA (IF TIE)				

Appendix X | Rental and Sales Operating Manuals and 2021 Resolution

Resolution

Resolution No. 21-175 By: Councilman Wolsky

RESOLUTION – AUTHORIZING THE ADOPTION OF THE OPERATING MANUALS FOR THE TOWNSHIP OF WEST CALDWELL'S RENTAL PROGRAM AND SALES AND RESALES PROGRAM.

For the Meeting of July 13 in the Year of 2021

A RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WEST CALDWELL, ESSEX COUNTY, NEW JERSEY

WHEREAS, on or about July 7, 2015, the Township of West Caldwell filed a Declaratory Judgment Complaint in Superior Court of New Jersey pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan, to be amended as necessary, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, in accordance with the Fair Housing Act and the New Jersey Uniform Housing Affordability Controls (N.J.A.C. 5:80-26-1, *et seq.*), the Township of West Caldwell is required to adopt all program operating manuals, which set forth the procedures for administering the programs and their associated affordability controls for affordable housing units created within the Township of West Caldwell; and

WHEREAS, the Township of West Caldwell has created operating manuals for two affordable housing programs: Operating Manual for its Rental Program and Operating Manual for the Sales and Resales Program, a copy of each of which is attached here as Exhibits A and B, respectively.

NOW THEREFORE BE IT RESOLVED, the Township Council of the Township of West Caldwell, County of Essex, State of New Jersey that the Borough does hereby authorize and adopt the following two operating manuals:

1. Operating Manual for its Rental Program
2. Operating Manual for its Sales & Resales Program

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on the date of July 13, 2021, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on July 14, 2021, I hereby **approve** the same.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
MICHAEL CRUDELE	X			
JOSEPH CECERE	X			
STANLEY HLADIK	X			
STEPHEN WOLSKY	X			
MICHAEL DOCTEROFF	X			
KATHY CANALE	X			
MAYOR TEMPESTA (IF TIE)				

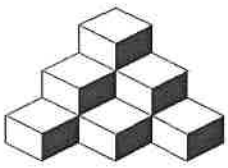
Exhibit A

Township of West Caldwell

Affordable Housing Services

Operating Manual

RENTAL PROGRAM



Piazza & Associates, Inc. ◆ 216 Rockingham Row ◆ Princeton, NJ 08540

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D. Applicant Questionnaire and Document Checklist

INTRODUCTION

This Operating Manual has been prepared by Piazza & Associates, Inc., the Administrative Agent for the Township of West Caldwell, to assist in the administration of rental units. General questions regarding its content can be addressed to Piazza & Associates, Inc. 216 Rockingham Row, Princeton, NJ 08540; by telephone to 609-786-1100; or by email at info@HousingQuest.com.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the rental process. It describes the eligibility requirements for participation in the program, record keeping and overall program administration.

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws[1], the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq.[2], the substantive rules of the Council on Affordable Housing N.J.A.C. 5:96[3] and 5:97[4]and the affordable housing regulations of the Township of West Caldwell (hereafter referred to as the "Regulations").

FAIR HOUSING AND EQUAL HOUSING OPPORTUNITIES

EQUAL HOUSING OPPORTUNITY

In accordance with the Federal Fair Housing Act, it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status. In addition, New Jersey Law prohibits discrimination in housing on the basis of race, creed, color, national origin, ancestry, nationality, marital or domestic partnership or civil union status, familial status, sex, gender identity or expression, affectional or sexual orientation, disability, source of lawful income or source of lawful rent payment (including Section 8) by all persons including real estate agents or brokers, financial institutions, property owners, landlords, or building superintendents, and their agents and employees with respect to the sale, rental or lease of real property, listing or advertising of real property, receipt or transmittal of offers to purchase or rent real property, application and terms of a mortgage or other loan. See Exhibit A.

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[1] https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_and_related_law

[2] http://www.nj.gov/dca/affiliates/coah/regulations/uhac.html

[3] http://www.nj.gov/dca/services/lps/hss/statsandregs/596.pdf

[4] http://www.nj.gov/dca/services/lps/hss/statsandregs/597.pdf

WHAT IS AFFORDABLE HOUSING?

Affordable housing, unlike market rate housing, has affordability controls limiting the price for at least 30 years. The Regulations considers housing "affordable" if the household pays approximately 28% or less of the household's gross income on housing costs. Affordable housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the affordable housing is located.

WHO QUALIFIES FOR AFFORDABLE HOUSING?

In order to be eligible for affordable housing in New Jersey, a household's income will be below the income limit for the region in which the affordable housing is located, either for low or moderate levels. A moderate-income household is classified as earning between 50 percent and 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income. The New Jersey Fair Housing Act (NJFHA) has included a new category for very low-income households, which are classified as earning less than 30 percent of area median income. Municipalities shall decide what projects will be required to help meet this obligation. Existing rental projects have a minimum requirement for very low income apartments, priced at 35% of the AMI; and new rental projects have an obligation to provide very low-income units at 30% of the AMI to very low-income households.

The COAH (COAH shall mean COAH or its successors) Regional Income Limits Chart (Exhibit B) provides information about income limits for each of COAH's six housing regions. Each region has different calculated median incomes, which are adjusted periodically. The Township of West Caldwell is located in Essex County, which is part of Region 2, together with Morris, Union, and Warren Counties.

LOCAL AFFORDABLE HOUSING PROGRAMS FOR RENT

Currently, there are no affordable rental programs being administered for the Township of West Caldwell.

A copy of the Township of West Caldwell Housing Element and Fair Share Plan is available at the municipal building, located at 30 Clinton Road, West Caldwell, NJ 07006.

OTHER AFFORDABLE HOUSING PROGRAMS AND OPPORTUNITIES

In addition to future affordable rental opportunities, the Township of West Caldwell has purchase opportunities. Please contact Piazza & Associates, Inc., for further information: https://www.piazzanj.com/?search_by=Town&search=advanced&town=west+caldwell.

Affordable housing throughout the State of New Jersey is administered by a wide variety of organizations and agencies. Further information can be found at http://www.nj.gov/dca/affiliates/coah/resources/looking.html.

Individuals interested in applying for affordable housing should contact the Municipal Housing Liaison in the municipality in which they are interested in living. Each municipality has a Municipal Housing Liaison who is responsible for administering the municipality's affordable housing program. Some municipalities administer their own affordable housing and have their own application process. If not, the Municipal Housing Liaison can direct applicants to developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality.

The New Jersey Housing and Mortgage Finance Agency has established New Jersey's Housing Resource Center, an on-line, searchable database of affordable housing in the State. The Housing Resource Center provides a listing posted by developers, landlords, and municipalities of available affordable housing. Available units are listed with contact and application information. Look for the Housing Resource Center at www.njhrc.gov.

The New Jersey Guide to Affordable Housing, which can be found at http://www.state.nj.us/dca/divisions/codes/publications/guide.html, is a listing compiled by the New Jersey Department of Community Affairs Division of Codes and Standards. It lists all types of affordable housing by county. The housing units on the list have a variety of qualification requirements, including age-restricted housing and housing for the developmentally disabled. **Applicants who do not have access to the Internet should call 211 for assistance.**

Piazza & Associates, Inc. also provides information on many affordable housing programs throughout the state of New Jersey. Detailed information about these affordable housing opportunities can be found at www.HousingQuest.com.

OVERVIEW OF THE AFFORDABLE HOUSING ADMINISTRATION PROCESS FOR NEW RENTALS AND RE-RENTALS

- The Municipal Housing Liaison serves as an initial point of contact for unsolicited calls to the municipality about affordable housing and where appropriate directs applicants to an Administrative Agent, who may be developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality.

- The Administrative Agent implements the municipality's Affirmative Marketing Plan.

- The Administrative Agent serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and sends out pre-applications to interested callers.

- An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by the Administrative Agents, on or before the initial deadline date, shall be deemed received on that date.

- Households that apply for very low-income housing will be prescreened by Piazza & Associates for preliminary income eligibility by comparing their total income and household size to the very low-income limits pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27-D-304 ("NJFHA"). Households that apply for low and moderate-income housing will be prescreened by Piazza & Associates for preliminary income eligibility by comparing their total income and household size to the low and moderate-income limits pursuant to the Uniform Housing Affordability Controls, 5:80-26.1 et seq. ("UHAC"). All households will be notified as to their preliminary status.

- A drawing will be held under the direction of the Administrative Agent to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis after the applicants who were in the initial random selection.

- In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each very-low, low and moderate-income unit available, or until all of the very-low, low and moderate income units within the development have been leased.

- When units become available, final applications will be mailed by the Administrative Agent to an adequate number of pre-qualified applicants, in priority order, for each available very-low, low and moderate-income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.

- Completed final applications will be forwarded to the Administrative Agent, who will make a determination as to their eligibility for a very-low, low or moderate-income unit. Applicants will receive a letter from the Administrative Agent with respect to the status of their application each time a review is performed.

- When submitting final applications, applicants will also be asked to make an appointment to visit the leasing office.

- Rental applicants will be subject to the Tenant Selection Criteria set forth by the Landlord.

- Certified applicants will be given a pre-determined amount of time to sign a lease with the landlord or developer.

- For rental units, the Administrative Agent will provide certifications that must be signed and notarized by the applicant.

- The certified household moves into the affordable rental unit.

- Subsequent to the initial rent-up period, a list of pre-qualified applicants will be maintained by Piazza & Associates on a rental waiting list. For projects with less

than 10 units, a general rental waiting list may be maintained, which may be used to fill any new rental projects with less than 10 units.

ROLES AND RESPONSIBILITIES

Responsibilities of the Municipal Housing Liaison or MHL

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Municipal Attorney, where appropriate (see **Responsibilities of the Municipal Attorney**). The primary purpose of the MHL to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the MHL include the following duties, and may include the responsibilities for providing administrative services as described in the next Section under, **Responsibilities of an Administrative Agent**.

Monitor the status of all restricted units in the municipality's Fair Share Plan. Regardless of any arrangements the municipality may have with one or more Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in their community.

Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households. The MHL serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent.

Compile, verify and submit annual reporting. Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report. Any requests For additional information or corrections will be directed to the MHL.

Coordinate meetings with Administrative Agents and Developers/Affordable Housing Sponsors/Owners. When a new affordable unit or series of units is in the planning process, the MHL should coordinate a meeting between the Administrative Agent and the developer, affordable housing sponsor or owner. The developer, affordable housing sponsor or owner may serve as their own Administrative Agent, if they meet the applicable requirements and are approved by the municipality. The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all affordable housing-related local ordinances -- that have already been adopted by the municipality.

It is the responsibility of the Municipal Housing Liaison, in conjunction with the Municipal Attorney, to have the affordable housing provisions of any Master Deed and Public Offering reviewed for consistency with the UHAC regulations, before they are recorded and submitted to DCA for approval.

Provide Administrative Services, unless those services are contracted out. The responsibilities for providing administrative services are described in the next Section under, **Responsibilities of an Administrative Agent**.

Responsibilities of an Administrative Agent

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in the Administrative Agent's portfolio are sold to eligible households. Administrative Agents will:

Secure written acknowledgement from all developers, affordable housing sponsors and owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Create and adhere to an Operating Manual. All Administrative Agents are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.

Implement the municipality's Affirmative Marketing Plan. The Administrative Agent, the developer, affordable housing sponsor or owner could be responsible for implementing the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the Municipal Housing Liaison, Administrative Agent and the developer, affordable housing sponsor or owner, this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs are the responsibility of the developer or current owner.

Accept applications from interested households. In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Administrative Agent. The Administrative Agent will supply applicants with applications, provide additional information on available units and accept completed applications.

Conduct random selection of applicants for rental of restricted units. The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual.

Create and maintain a pool of applicant households. This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.

Determine eligibility of households. The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination on a household's eligibility will be provided within twenty (20) days of the Administrative Agent's determination of eligibility or non-eligibility. Whether or not the household is determined to be eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An Administrative Agent is required to ensure that all certified applicants execute a Disclosure Statement acknowledging the rights and requirements of owning an affordable unit, in the form of Appendix K of UHAC.

Establish and maintain effective communication with property managers and landlords. Property managers and landlords of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent must immediately inform all property managers and landlords of any changes to the Administrative Agent's contact information or business hours.

Property managers and landlords should be instructed to immediately contact the Administrative Agent:

- Immediately upon learning that an affordable rental unit will be vacated.
- For review and approval of annual rental increases.

Provide annual notification of maximum rents. Each year when Affordable Housing Professionals of New Jersey releases its very-low, low- and moderate-income limits, rental households must be notified of the new maximum rent that may be charged for their unit. The Administrative Agent's contact information must be included on such notification in case the tenant is being overcharged.

Serve as the custodian of all legal documents. An Administrative Agent is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, an Administrative Agent must maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes and Appendix J and K.

Serve as point of contact on all matters relating to affordability controls. It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent should seek the counsel of the municipality's attorney on legal matters that threaten the durability of the affordability controls.

Provide annual activity reports to Municipal Housing Liaison for use in the annual monitoring report. An Administrative Agent is responsible for collecting the reporting data on each unit in the Administrative Agent's portfolio.

Maintain and distribute information on HUD-approved Housing Counseling Programs.

Responsibilities of the Municipal Attorney

The Municipal Attorney assists the municipality with developing, administrating, and enforcing affordability controls, including but not limited to:

- Assisting the Municipal Housing Liaison with the review of the affordable housing provisions of any Master Deed and Public Offering for consistency with COAH and UHAC regulations, before they are recorded and submitted to DCA for approval.

- Providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls, including reviewing legal documents and legal actions required on foreclosures and violations.

Responsibilities of Developers

When a new affordable unit or series of units is in the planning process, the developer of affordable housing should contact the Municipal Housing Liaison, who shall coordinate a meeting with the Administrative Agent, where applicable, and the developer, affordable housing sponsor or owner.

The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all affordable-related local ordinances -- that have already been adopted by the municipality.

If provided for by ordinance and made a condition of the approval of the planning board or zoning board of adjustment, the developer may be responsible for the costs of advertising affordable units.

The Administrative Agent will secure from the developer written acknowledgement that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Responsibilities of Owners of Rental Developments

Open and direct communication between the Owners of rental developments, the Municipal Housing Liaison and the Administrative Agent is essential to ongoing administration of affordability controls. Although the Administrative Agent is required to

serve as the primary point of contact with households, the Owner must provide the Municipal Housing Liaison and Administrative Agent with information on vacancies. Owners of rental developments are also responsible for working with the Administrative Agent to ensure that the Municipal Housing Liaison has all necessary information to complete the annual reporting.

Responsibilities of Landlords and Property Managers

Landlords and property managers must place a notice in all rental properties annually informing residents of the rent increase for the year and the contact information for the Administrative Agent.

AFFIRMATIVE MARKETING

Overview of the Requirements of an Affirmative Marketing Plan

All affordable units are required to be affirmatively marketed using the Township of West Caldwell's Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households 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 an Administrative Agent or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to target households who are least likely to apply for affordable housing, and to target households throughout the entire housing region in which the units are located.

Every Affirmative Marketing Plan will include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and

- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious and civic organizations.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan will include the following information:

- The address of the project and development name, if any

- The number of units, including number of affordable rental units

- The rental rates of the rental units

- The name and contact information of the Municipal Housing Liaison, Administrative Agent or property manager

- A description of the Random Selection method that will be used to select applicants for affordable housing.

- Disclosure of required application fees, if any.

Advertisements will contain the following information for each affordable housing opportunity:

- The location of the units

- A range of rents for the housing units

- The bedroom size(s) of the units

- The maximum income permitted to qualify for the housing units

- The locations of applications for the housing units

- The business hours when interested households may obtain an application for a housing unit

- Application fees, if any

Regional Preference

The Township of West Caldwell has, by ordinance, provided that households that live or work in Housing Region #2, comprising Essex, Morris, Union, and Warren Counties, shall be selected for an affordable housing unit before households from outside this region. Units that remain unoccupied after households who live or work in the region are exhausted, may be offered to the households outside the region.

Regional Preference is screened at the Final Application stage of the process.

Implementation of the Affirmative Marketing Plan

The affirmative marketing process for new affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Administrative Agent shall undertake all of the strategies outlined in the Township of West Caldwell Affirmative Marketing Plan. Advertising and outreach shall take place

during the first week of the marketing program and each month thereafter until all the units have been sold. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

An applicant pool will be maintained by the Administrative Agent for re-rentals.

When a re-rental affordable unit becomes available, the applicants will be selected from the applicant pool and, if necessary, the unit will be affirmatively marketed as described, above

The selection of applicants from the applicant pool is described in more detail in this manual under Random Selection & Applicant Pool(s).

Developer, Affordable Housing Sponsor

If permitted by the municipality, the developer or affordable housing sponsor may be responsible for advertising the affordable housing in accordance with the municipality's adopted Affirmative Marketing Plan. Prior to publication or broadcast, draft copies of the marketing material will be submitted to the Administrative Agent for approval. Proof of publication will be submitted, including a copy of the final advertisements with a copy of the paid bill. Public Service Announcements shall be submitted by the Administrative Agent.

RANDOM SELECTION & APPLICANT POOL(S)

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

After advertising is implemented, applications are accepted for 60 days. The applications are prescreened for eligibility. Applicants that are deemed, at this stage, to be ineligible are sent a notice and given an opportunity to clarify or correct any information. This will be done in writing.

Prescreened applications are entered into a data base and sorted by the unit size and affordability type that is appropriate. Applicants are sent letters as to their eligibility during this preliminary application stage.

Prior to the randomized selection, a list of applicants will be sent to the Municipal Housing Liaison (MHL) in the order to which the random numbers will be applied. This list should be maintained in the file so that the MHL can verify the establishment of the order of the list in advance of the random selection.

At the end of the 60-day period, the Administrative Agent arranges a time and date for the random selection process to take place. The MHL and a representative of the

developer are invited and encouraged to attend. An announcement of the time and date is made by way of an email blast to those applicants who voluntarily sign up for this service through www.HousingQuest.com.

It is important to note that applicants need not be present at the random selection, and that there is no advantage given those applicants who do attend.

At the random selection, a website is used to generate a random list of numbers. The numbers are applied to the list in the order that was prearranged. A copy of the random numbers and the final list are sent to the MHL for verification and file.

All applicants are assigned a random number. A random number does not guarantee that the applicant will be deemed eligible. Applicants who submit more than one application and receive more than one priority number will forfeit the lower number with the highest priority.

When units become available, final applications are sent in the prioritized order as specified previously. The Administrative Agent can keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. On-going marketing is done primarily through www.HousingQuest.com.

If there are sufficient names remaining in the pool to fill future re-rental, the applicant pool shall be closed.

When the applicant pool is close to being depleted, the Administrative Agent will re-open the pool and conduct a new random selection process after fulfilling the affirmative marketing requirements. The new applicant pool will be added to the remaining list of applicants.

For future re-rentals only, the Administrative Agent can keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. On-going marketing is done primarily through www.HousingQuest.com.

MATCHING HOUSEHOLDS TO AVAILABLE UNITS

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 implement the following policies:

- Provide an occupant for each unit bedroom;
- Prevent more than two persons from occupying a single bedroom; and
- Require that all the bedrooms be used as bedrooms.

A household is placed only on one unit list for eligibility. A household may chose to change the unit type for which they are eligible within the scope of the program.

APPLICATION FEES

The Administrative Agent does not charge a fee to applicants.

HOUSEHOLD CERTIFICATION

Before any household can lease a restricted unit, the Administrative Agent will certify the household as eligible. Certification of a household involves the verification of two critical pieces of data: 1) Household size and composition, including gender; and 2) The total income and assets for all household members 18 years of age or older. The certification process begins with the applicant completing an application in its entirety and providing the required backup documentation. Once eligibility documents and data have been collected, the Administrative Agent can begin the process of calculating the household's income.

Household Composition and Circumstances

Generally, a Household is defined as everyone who intends to reside in the affordable unit. Temporarily absent members of a household will be counted in very limited circumstances, such as a member of the military in active duty. Unborn children and children in the process of being adopted shall be counted as members of the household.

The following are generally excluded from the household for the purposes of income qualifying, but may be considered by the Administrative Agent for the purposes of determining the size of the unit: live-in aid, foster children and children who live in the household with less than 50% joint physical custody.

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income Tax Return
- Driver's License
- Birth Certificate or Passport
- Alien Registration Card
- Divorce Decree and Settlement Agreement
- Adoption Agency / Legal Correspondence and/or Certification

- Correspondence / Certification from Foster Care Services

- Doctor's Authorization for Live-in Aid.

- The Administrative Agent always reserves the right to require any other such documentation that, in its sole discretion, it deems necessary to verify composition.

Procedure for Income-Eligibility Certification

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Applicants may NOT change or modify their situation relative to their income once they have submitted a Final Application.

Through the submission of the Final Application, the Administrative Agent shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income. The application and a schedule of required documentation can be found in the Appendix. Generally the documentation required is as follows:

- Four current consecutive pay stubs, including bonuses, overtime or tips, or a signed and dated letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.

- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.

- A letter or appropriate reporting form verifying current monthly benefits such as

    - Social Security or SSI – Award letter or computer print out letter

    - Unemployment – verification of Unemployment Benefits

    - Welfare -TANF[5] current award letter

    - Disability - Worker's compensation letter

    - Pension income – a pension letter.

- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony, child support and education stipends.

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[5] TANF – Temporary Assistance for Needy Families

- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds.

- Evidence or reports of income from directly held assets, such as real estate or businesses.

- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.

- Current reports of assets – Market Value Appraisal or a contract with a real estate broker which sets forth the price of the property and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property, attach copies of all leases.

- The Administrative Agent always reserves the right to require any other such documentation that, in its sole discretion, it deems necessary to verify household income.

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

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions and regular distributions from retirement accounts
5. Social security benefits
6. Unemployment compensation (annualized)
7. TANF
8. Verified regular child support
9. Disability benefits
10. Net income from business or real estate
11. Actual interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds

12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as checking accounts, cash on hand, and equity in non-income producing real estate.

13. Non-tuition stipends for living expenses for students

14. Non-Governmental financial support

15. Any other forms of regular income reported to the Internal Revenue Service

16. Regular financial support from any source.

Not Income

1. Rebates or credits received under low-income energy assistance programs

2. Food stamps

3. Payments received for foster care

4. Relocation assistance benefits

5. Income of live-in attendants

6. Scholarships

7. Student loans

8. Personal property such as automobiles

9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements

10. Part-time income of persons enrolled as full-time students

Deduction from Income

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

Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household who is enrolled in a qualifying education program for 12 credit hours or more per semester; and part-time income is income earned on less than a 35-hour workweek. Full time income (35 hours or more) for full-time students is always counted.

The Real Estate Asset Limit

Except for federal programs, if an applicant's primary residence, which is to be sold upon purchase of an affordable unit, has no mortgage debt and is valued at or above the regional asset limit as published annually by Affordable Housing Professionals of New Jersey as part of the Annual Regional Income Limits Chart, the household will be determined ineligible for certification.

However, if the applicant's existing monthly housing costs including taxes, homeowner insurance, and condominium or homeowner association fees exceed 38 percent of the household's eligible monthly income, the household will be exempt from the asset limit.

An applicant will provide a recent, Market Value Appraisal, on the home they own unless the applicant has mortgage debt on the home or can demonstrate that the existing monthly housing costs exceed 38 percent of the household's eligible monthly income, in which case the applicant is exempt from the asset limit.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the net revenue is considered income. Specifically, rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance and reasonable property management expenses as reported to the Internal Revenue Service. Other expenses are not deductible. If actual rent is less than fair market rent, the administrative agent shall impute a fair market rent.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the value of the property. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current HUD Passbook Savings Rate, interest will be imputed on the determined value of the real estate.

Minimum Income

The annual rent and utility allowance as determined by the Administrative Agent shall not exceed 35% of the applicant's gross annual income unless the applicants' liquid assets exceed 100 times the monthly rent.

Housing Counseling

The Administrative Agent will provide referrals for counseling, as a part of its services. Although housing counseling is recommended, a household is only required to attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or a counseling agency approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced

Housing Counseling Agency. This counseling to low- and moderate-income housing applicants will focus on subjects such as budgeting, credit issues, and mortgage qualification, and is free of charge. A list of non-profit counselors approved by HUD and/or the New Jersey Department of Banking and Insurance is included on COAH's website and is available from the Administrative Agent.

In addition, the Administrative Agent will:

- Confirm and update all information provided on the application.

- Explain program requirements, procedures used to verify information, and penalties for providing false information. Ask the head of household, co-head, spouse and household members 18 years of age or older to sign the Authorization for Release of Information forms and other verification requests.

- Review the applicant's identification and financial information and documentation, ask any questions to clarify information on the application, and obtain any additional information needed to verify the household's income.

- Seek to ensure, to a reasonable degree, that the applicant has reported all sources for earned and benefit income and assets (including assets disposed of for less than fair market value in the past two years). Require the applicant to give a written certification as to whether any household member did or did not dispose of any assets for less than fair market value during the past two years.

Approving or Rejecting a Household

Administrative Agents will notify applicant households of their eligibility within twenty (20) days of the Administrative Agent's determination.

Households with a verified total household income that exceeds 80 percent of the regional income limit for the appropriate family size are ineligible for purchase or rental of restricted units. A letter rejecting the household's application shall be mailed to the household.

Similarly, households with a verified total household income that is within the income limits, but too low to afford any of the units administered by the Administrative Agent shall be sent a letter rejecting the household's application, and/or referring them to housing counseling.

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the applicant does not sign a Lease Agreement within that time frame, an extension may be granted once the household's eligibility is updated and verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent will secure from the applicant a signed and notarized acknowledgement of their

requirements and responsibilities in purchasing a restricted unit. UHAC's Disclosure Statement shall be forwarded to the applicants.

In addition to non-eligibility based on income, the Administrative Agent may deny a certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for down payment, or any other required facts and information. A household may also be denied certification if the Administrative Agent determines that there was a willful or material misstatement of fact made by the applicant.

Dismissal of Applications

Applications can be dismissed for the following reasons:

1. The application is not signed or submitted on time;
2. The applicant's sources of income or household composition changes after the submission of the final application, but before approval;
3. The applicant commits fraud, or the application is not truthful or complete;
4. The applicant cannot or does not provide documentation to verify their income or other required information when due;
5. The household income does not meet the minimum or maximum income requirements for a particular property;
6. The applicant owns an asset that exceeds the Asset Limits for deed-restricted properties;
7. The applicant fails to respond to any inquiry in a timely manner;
8. The applicant had a greater chance than any other applicant submitted for a random selection;
9. The applicant is non-cooperative or abusive with the our staff, property managers or the sellers of affordable units;
10. The applicant changes address or other contact information without informing us in writing;
11. The applicant is unable to obtain suitable and legitimate financing for a sale unit or fails to verify attendance in a home buyer credit counseling program when required to do so by the program rules;
12. The applicant does not respond to a periodic update inquiry in a timely fashion;
13. The applicant fails to sign the Compliance Certification, Certificate for Applicant; Lease Documents, as may be required; or
14. The applicant, once approved, fails to sign a lease in a timely manner.

Applicants will also be withdrawn from all lists held by us in the Township of West Caldwell once they have been approved for an affordable unit within that same municipality. However, these applicants may re-apply for other opportunities in that

municipality once they have occupied their unit. Applicants withdrawn for fraud may be withdrawn from all programs administered by Piazza & Associates, Inc., and may be subject to prosecution under the law.

Applicants who are withdrawn and who wish to re-apply to that specific program may do so using a new Preliminary Application. The new Preliminary Application will NOT be given preferential treatment, but will be processed in the same way that all new Preliminary Applications for that specific program are processed. In the event that an application list is closed when the application is withdrawn, the applicant will be required to wait until the list is re-opened to apply again.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, poor credit, uncooperative behavior or other serious matters.

Applications may be held in abeyance for a period not to exceed 90 days if there is an error on the credit report, so that the applicant can correct the error and re-apply. Units will not be held open for that applicant. However, once the credit report is corrected, the applicant will be given a priority for the next opportunity at that property.

Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Municipal Housing Liaison, Township of West Caldwell; or the Executive Director of the New Jersey Housing and Mortgage Finance Agency.

DETERMINING AFFORDABLE RENTS

To determine the affordable rents, the Administrative Agent uses the calculators located at https://ahpnj.org/resources/updated-coah-calculators.

Development Considerations and Compliance Issues

There are several regulations that must be considered from the *development perspective* before the rents of individual units can be calculated. These requirements should be discussed at the first meeting between the Municipal Housing Liaison, Administrative Agent and developer or affordable housing sponsor. The following is a summary of the requirements for ownership projects.

Bedroom Distribution. The standards on the distribution of unit sizes for affordable developments require that:

- The combined number of efficiency and one-bedroom units may be no greater than 20 percent of the total low- and moderate-income units;

- At least 30 percent of all low- and moderate-income units must be two-bedroom units;

- At least 20 percent of all low- and moderate-income units are three-bedroom units; and

- The remainder, if any, may be allocated at the discretion of the developer.

Age-restricted Units. Affordable age-restricted units are not held to these bedroom distribution standards. For affordable age-restricted units, the number of age-restricted low- and moderate-income bedrooms must be equal to or greater than the number of age-restricted units within the development. In other words, the average bedroom size in an age-restricted development must be equal to or greater than one bedroom per unit. For example, if the overall age-restricted development is 25 percent efficiencies, and 50 percent one-bedroom units, and 25 percent two-bedroom units, that equals an overall development bedroom size of exactly one bedroom per unit. An age-restricted development can meet this standard by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit, or any other combination that will equal a minimum of one bedroom per unit.

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

- A studio shall be affordable to a one-person household;

- A one-bedroom unit shall be affordable to a one- and one-half person household;

- A two-bedroom unit shall be affordable to a three-person household;

- A three-bedroom unit shall be affordable to a four- and one-half person household; and

- A four-bedroom unit shall be affordable to a six-person household.

The above rules are only to be used for setting initial rents. They are not guidelines for matching household sizes with unit sizes. The pricing of age-restricted units may not exceed affordability based on a two-person household.

Additional Regulations for a Rental Development

In addition to the regulations covered earlier in the Section **Development Considerations and Compliance Issues,** rental projects must also comply with the following regulations:

Split Between Low- and Moderate-income Rental Units. At least 50 percent (of the affordable units within each bedroom distribution (unit size) must be low-income units and at least 13 percent of those affordable units must be very-low income units affordable to households earning no more than 30 percent of the regional median income. The remainder of the affordable units must be affordable to moderate-income households.

Affordability Average. The average rent for all affordable units cannot exceed 52 percent of the regional median income. At least one rent for each bedroom type must be offered for both low-income and moderate-income units. Calculation of the affordability average is available on COAH's website.

Maximum Rent. The maximum rent of restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of the regional median income.

Determining Rent Increases

Annual rent increases are permitted in affordable units. Rent increases are permitted at the anniversary of tenancy according to the Annual Regional Income Limits Chart. These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. The maximum allowable rent would be calculated by starting with the rent schedule approved as part of initial lease-up of the development, and calculating the annual increase from the initial lease-up year to the present. Rents may not be increased more than once a year, may not be increased by more than one approved increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

VIOLATIONS, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the regulations governing the affordable unit by an Owner, the Administrative Agent shall have all the remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties that it will cause irreparable harm to the municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low- and moderate-income housing.

Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, 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.

MAINTENANCE OF RECORDS AND APPLICANT FILES

Pursuant to N.J.A.C. 5:80-26.14(a)8, N.J.A.C. 5:80-26.15(c) and N.J.A.C. 5:80-26.17 current records will be maintained by the Administrative Agent and outdated records will be given to the municipality for safe-keeping. A file will be created and maintained on each restricted unit for its control period.

The Administrative Agent will maintain detailed records on all marketing initiatives.

Files to Be Maintained on Every Applicant

The Administrative Agent will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form.
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility.

Individual files will be maintained throughout the process..

Files to Be Maintained on Every Unit

The Administrative Agent will maintain files on every unit for the length of the affordability controls. The unit file will contain at a minimum:

- Base rent
- Identification as low- or moderate-income
- Description of number of bedrooms and physical layout
- Floor plan
- Application materials, verifications and certifications of all present owners, pertinent correspondence
- Copy of lease
- Disclosure Statement (Appendix K)

Files to Be Maintained on Every Project

The Administrative Agent will maintain files on every project for the length of the affordability controls. The project file will contain at a minimum:

- Condominium Master Deed
- Condominium Public Offering
- Crediting Information
- Original deed restriction

- Affordability control documents, including Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes, Disclosure Statement (Appendix J)

Files to Be Maintained on The Applicant Pool

- Any changes to the applicant pool
- Any action taken with regard to the applicant pool
- Any activity that occurs that affects a particular applicant
- Current applications for all applicants whose status is active in the applicant pool
- The application, the initial rejection notice, the applicant's reply to the notice, a copy of the Administrative Agent's final response to the applicant, and all documentation of the reason the applicant's name was removed from the applicant pool.

Monitoring

A sample Deed will be submitted for each project. Additionally, the current annual monitoring information required to be maintained and reported annually to the Municipal Housing Liaison can be found on COAH's website. The information required for each unit includes but is not limited to:

- A sample Deed for each project.
- Street Address
- Block/Lot/Qualifier/Unit Number
- Housing Type
- Income: Very Low/Low/Moderate
- Initial Rental Price
- % of affordability
- Bedroom Type
- Age-restricted
- Handicap accessible/adaptable
- Co #, date
- Effective date of affordability controls
- Length of affordability controls (yrs)
- Date Affordability controls removed

EQUAL HOUSING OPPORTUNITY

We Do Business in Accordance With the Federal Fair Housing Law

(The Fair Housing Amendments Act of 1988)

It is illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services
- In the appraisal of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:
1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)

U.S. Department of Housing and Urban Development
Assistant Secretary for Fair Housing and Equal Opportunity
Washington, D.C. 20410

New Jersey Law Prohibits Discrimination in Housing

ON THE BASIS OF: Race, Creed, Color, National Origin, Ancestry, Nationality, Marital or Domestic Partnership or Civil Union Status, Familial Status, Sex, Gender Identity or Expression, Affectional or Sexual Orientation, Disability, Source of Lawful Income or Source of Lawful Rent Payment (including Section 8)

BY: All Persons including Real Estate Agents or Brokers, Financial Institutions, Property Owners, Landlords, or Building Superintendents, and Their Agents and Employees

WITH RESPECT TO:

- The Sale, Rental or Lease of Real Property
- Listing or Advertising of Real Property
- Receipt or Transmittal of Offers to Purchase or Rent Real Property
- Application and Terms of a Mortgage or Other Loan

REMEDY MAY INCLUDE: An Order Restraining Unlawful Discrimination, Reimbursement for Financial Loss, Damages for Pain and Humiliation Experienced as a Result of Unlawful Discrimination, Punitive Damages, and Attorney's Fees

It is also unlawful to publish real estate advertisements which express any discrimination against persons protected by the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

Violations Should Be Reported To the Nearest Office of the NJ Division on Civil Rights or Call Toll Free at 866-405-3050

Atlantic City
26 S. Pennsylvania Avenue, 3rd Floor
Atlantic City, NJ 08401
(609) 441-3100 (Phone)

Camden
One Port Center
2 Riverside Drive, 4th Floor
Camden, NJ 08103
(856) 614-2550 (Phone)

Newark
31 Clinton Street, 3rd Floor
Newark, NJ 07102
(973) 648-2700 (Phone)

Trenton
140 East Front Street, 6th Floor
Trenton, NJ 08625
(609) 292-4605 (Phone)

www.NJCivilRights.gov

The regulations of the New Jersey Division on Civil Rights require that all real estate brokers and persons who engage in the business of selling or renting real property who are covered by the New Jersey Law Against Discrimination shall display this official poster in places easily visible to all prospective tenants and purchasers. N.J.A.C. 13:8-1.3.

CIVIL RIGHTS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 27, 2021 *EXHIBIT B*

2021 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Max Increase Sales***	Regional Asset Limit****
Region 1	Median	$72,846	$78,050	$83,253	$93,659	$104,066	$108,229	$112,391	$120,717	$129,042	$137,367			
Bergen, Hudson, Passaic and Sussex	Moderate	$58,277	$62,440	$66,602	$74,928	$83,253	$86,583	$89,913	$96,573	$103,233	$109,894	1.6%	8.46%	$201,229
	Low	$36,423	$39,025	$41,626	$46,830	$52,033	$54,114	$56,196	$60,358	$64,521	$68,684			
	Very Low	$21,854	$23,415	$24,976	$28,098	$31,220	$32,469	$33,717	$36,215	$38,713	$41,210			
Region 2	Median	$75,331	$80,711	$86,092	$96,854	$107,615	$111,920	$116,224	$124,834	$133,443	$142,052			
Essex, Morris, Union and Warren	Moderate	$60,265	$64,569	$68,874	$77,483	$86,092	$89,536	$92,980	$99,867	$106,754	$113,642	1.6%	2.00%	$206,459
	Low	$37,665	$40,356	$43,046	$48,427	$53,808	$55,960	$58,112	$62,417	$66,721	$71,026			
	Very Low	$22,599	$24,213	$25,828	$29,056	$32,285	$33,576	$34,867	$37,450	$40,033	$42,616			
Region 3	Median	$86,240	$92,400	$98,560	$110,880	$123,200	$128,128	$133,056	$142,912	$152,768	$162,624			
Hunterdon, Middlesex and Somerset	Moderate	$68,992	$73,920	$78,848	$88,704	$98,560	$102,502	$106,445	$114,330	$122,214	$130,099	1.6%	3.10%	$234,592
	Low	$43,120	$46,200	$49,280	$55,440	$61,600	$64,064	$66,528	$71,456	$76,384	$81,312			
	Very Low	$25,872	$27,720	$29,568	$33,264	$36,960	$38,438	$39,917	$42,874	$45,830	$48,787			
Region 4	Median	$76,469	$81,931	$87,393	$98,317	$109,242	$113,611	$117,981	$126,720	$135,460	$144,199			
Mercer, Monmouth and Ocean	Moderate	$61,175	$65,545	$69,915	$78,654	$87,393	$90,889	$94,385	$101,376	$108,368	$115,359	1.6%	0.00%	$205,486
	Low	$38,235	$40,966	$43,697	$49,159	$54,621	$56,806	$58,990	$63,360	$67,730	$72,099			
	Very Low	$22,941	$24,579	$26,218	$29,495	$32,772	$34,083	$35,394	$38,016	$40,638	$43,260			
Region 5	Median	$67,620	$72,450	$77,280	$86,940	$96,600	$100,464	$104,328	$112,056	$119,784	$127,512			
Burlington, Camden and Gloucester	Moderate	$54,096	$57,960	$61,824	$69,552	$77,280	$80,371	$83,462	$89,645	$95,827	$102,010	1.6%	0.00%	$179,028
	Low	$33,810	$36,225	$38,640	$43,470	$48,300	$50,232	$52,164	$56,028	$59,892	$63,756			
	Very Low	$20,286	$21,735	$23,184	$26,082	$28,980	$30,139	$31,298	$33,617	$35,935	$38,254			
Region 6	Median	$57,458	$61,562	$65,666	$73,874	$82,083	$85,366	$88,649	$95,216	$101,782	$108,349			
Atlantic, Cape May, Cumberland, and Salem	Moderate	$45,966	$49,250	$52,533	$59,100	$65,666	$68,293	$70,919	$76,173	$81,426	$86,679	1.6%	0.00%	$153,730
	Low	$28,729	$30,781	$32,833	$36,937	$41,041	$42,683	$44,325	$47,608	$50,891	$54,175			
	Very Low	$17,237	$18,469	$19,700	$22,162	$24,625	$25,610	$26,595	$28,565	$30,535	$32,505			

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018, 2019 or 2020 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2021 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Note: Since the Regional Income Limits for Regions 4, 5, and 6 in 2020 were higher than the 2021 calculations, the 2020 income limits will remain in force for 2021 (as previously required by N.J.A.C. 5:97-9.2(c)).

PROPERTY / DEVELOPMENT NAME: _____

PROPERTY ADDRESS: _____ EXHIBIT C

NAME OF APPLICANT: _____

AFFORDABLE HOUSING APPLICATION

EQUAL HOUSING OPPORTUNITY

Read this application carefully and return it with the required documentation. We reserve the right to disqualify applicants who do not submit ALL of the documentation requested in this application packet. Please complete, sign and return this application AND the required documentation to: Piazza & Associates, Inc., 216 Rockingham Row, Princeton, NJ 08540.

Federal law prohibits discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status. State law prohibits discrimination on the basis of race, creed, color, national origin, ancestry, nationality, marital or domestic partnership or civil union status, familial status, sex, gender identity or expression, affectional or sexual orientation, disability, source of lawful income or source of lawful rent payment (including Section 8). The affordable housing must be the intended primary residence of the applicant. All household members who intend to reside at the affordable home must be listed in the application. If changes in household composition occur during the application process, the applicant is required to notify Piazza & Associates, Inc. immediately. Applications may be withdrawn if the household compostion or srouces of income changes after the submission of this application. Applications must be truthful, complete and accurate. Any false statement makes the application null and void, and subjects the applicant to penalties imposed by law. **Income Verification:** The affordable homes are provided as a service to low- and moderate- income households. Occupancy is regulated by certain municipal and state statutes that require us to verify the income of every applicant. Your cooperation is appreciated.

Identification. Please include a photocopy of identification for every person who will reside in the affordable home. Typically, a birth certificate, drivers license or passport will be sufficient. **Verification of Income**. Every applicant must submit a copy of each of the most recent three (3) years of signed state and federal tax returns (1040). Please include all accompanying documents such as W2 form(s), 1099's etc. If the applicant has not filed a return in any of the three (3) previous years, he / she must submit a notarized letter of explanation. Every applicant must submit the six (6) most recent statements from every Checking account and three (3) statements from every other bank and financial account (including, Savings, CD's, Money Market Accounts, etc.) to which the applicant is a depositor or signatory. **All sources of income must be verified.** Acceptable forms of verification include... **Salary**: Four (4) most recent pay statement (stubs). **Social Security:** A letter from the Social Security Administration. **Public Assistance:** A letter from the appropriate agency which details the amount and frequency of the benefit. **Alimony and Child Support:** The separation or divorce agreement which details the amount and frequency of child support or alimony received by the applicant. **Pension Plan, IRA, Annuity** and/or other retirement account, plan or service under which the applicant receives an income or financial distribution: The most recent statement for each which clearly indicates the amount and frequency of the distribution. In lieu of a statement, a letter of verification from the appropriate authority will be considered. **Savings Bonds:** A copy of all bonds held by the applicant(s). **Stocks, Bonds, Treasury Bills and Notes or other financial instruments** which are owned in whole or in part by the applicant: The most recent statement which verifies the value of the assets and current dividends (if any). If these are not available, a notarized letter from a Certified Public Accountant or attorney who has access to these records will be considered. **Real Estate:** If the real estate is the current residence of the applicant, and if the applicant intends to sell the real estate, submit one of the following: a certified appraisal, a contract with a real estate broker which sets forth the price of the property, or a signed contract for the sale of the property. If there is a mortgage, a statement from the mortgage company or bank which clearly indicates the principal balance of the mortgage(s) must be submitted. If other real estate is owned, in whole or in part by the applicant, and that parcel or parcels of real estate generate(s) income, verification of income must be supplied. In addition, verification of mortgage payments, property taxes and insurance should be submitted. **Business Income:** Equals the sum of gross revenue less expenses (prior to taxes). Important: Answer all questions. Please answer "none" in the sections which ask for information about income that you do not have. Enter "n/a" if a question does not apply to you. If you have any questions, or are in need of further information, please call us: (609) 786-1100, or contact us by e-mail at Info@ HousingQuest.com.

Application services provided by Piazza & Associates, Inc., an affordable housing services corporation. This is an Equal Housing Opportunity. All housing is subject to applicable affordable housing regulations and availability. The terms and conditions of this affordable housing opportunity are subject to change without notice. We can not guarantee that an affordable home will be available to you. All homes meet certain criteria for "affordable housing," but the sales prices and rental rates are ***not*** adjusted to meet any specific household income or financial situation. Therefore, we can not and do not represent that these homes will be affordable to any individual applicant.

DO NOT FAX. WE CAN NOT ACCEPT A FACSIMILE OF YOUR FINAL APPLICATION! DO NOT FAX.

PLEASE CALL US IF YOU NEED CLARIFICATION OR FURTHER INSTRUCTIONS: (609) 786-1100.

A. Head of Household Information (Please verify the information below and make corrections if necessary.)

1. Last Name: _____
2. First Name: _____
3. Home Address: _____
4. City/State/ Zip: _____
5. Soc. Sec. No: _____
6. Home Phone: _____
7. Work Phone: _____
8. County: _____
9: Email:

B. Household Composition (Every person who will occupy the affordable home must be listed.)

Name (First and Last)	Relation To	Date of Birth	Sex	Social Security Number
#1				
#2				
#3				
#4				
#5				
#6				

C. Current Situation

1. Do you currently: ___ Rent ___ Own ___Other
2. How long at the address above? _____ Years
3. What was your previous address?

_____

City: _____

State: ____ Zip Code: _____

4. What is your monthly rent or mortgage payment?

$_____

5. If you currently own your home, what is the value of this home?

$_____

6. What is the Principal Balance of your mortgage?

$_____

D. References

If you rent, please check "Landlord" and list the name and address of your landlord below. **If you own** your home, please check "Mortgage Co." and list the name and address of the mortgage company and account number below.

1. Name of ___Landlord or ___Mortgage Co.: _____
2. Address: _____
3. City, State and Zip Code: _____
4. Telephone Number: _____ 5. Mortgage Account No.: _____

If you own your home, please attach documentation verifying the value of the home and mortgage principal amount.

E. Salary **(Please list GROSS salary for every person over 18 years of age who will reside at the affordable home. Attach the 4 most recent pay statements (stubs) to this application. Please include overtime in calculation.)**

Name (First and Last) Repeat Employee's Name if applicant has more than one employer. Use additional pages for additional jobs.	**Occupation**	**Gross Salary per Pay Period**	**Pay Period** (Bi-Weekly, Weekly, etc.)	**Annual Gross Salary**
Name of Employee: Name of Employer: Immediate Supervisor: Address: Telephone:		$		$
Name of Employee: Name of Employer: Immediate Supervisor: Address: Telephone:		$		$
Name of Employee: Name of Employer: Immediate Supervisor: Address: Telephone:		$		$

F. Benefits Income: **Social Security, Pension, Disability, Welfare, Public Assist., IRA's, Annuities, Child Support, Alimony, Retirement, etc. (Include all sources which currently provide direct income. Provide documentation.)**

Type of Income (From List Above)	**Source** (Specify name of Bank, Fund, Agency, etc.)	**Client / Account Number**	**Gross Monthly Benefit**	**Gross Annual Benefit**
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

G. Assets: Financial Institutions (Checking Account, Savings Accounts, Certificates of Deposit, Money Market Funds, Mutual Funds or other assets held by financial institutions. Provide documentation. Refer to Instructions.)

Type of Asset or Account	Financial Institution	Account Number	Current Market Value of Asset	Interest Rate	Annual Income
			$	%	$
			$	%	$
			$	%	$
			$	%	$
			$	%	$
			$	%	$
			$	%	$

H. Assets: Directly Held (Stocks, Bonds, Income-Producing Real Estate, Business or other directly held assets. Provide documentation. To determine the Annual Income from Real Estate or Business, refer to the Instructions.)

Type of Asset	Name of Asset	Number of Shares	Current Market Value	Annual Income
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

I. Marital Status: ___Married; ___Single; ___Divorced; ___Widowed; ___Legally Separated

J. Additional Information (Please include any information which will assist us in serving you such as special needs, accessibility requirements, etc.) _____

Applicant's Certification and Authorization: The undersigned hereby states that all the information provided in connection with this Affordable Housing Application is true and complete. I/We am/are aware that, if any statements made by me/us are willingly false, the application is null and void, and I/we may be subject to penalties imposed by law. Piazza & Associates, Inc. or its agents are hereby authorized to contact references to verify the information provided in these applications, and to make other inquiries regarding income, assets, credit status, employment, and residency history for the purpose of determining my/our eligibility for this affordable housing program. Further, I/we understand that there is no obligation at this time on my/our part to enter into a sales or rental agreement if the application is approved. **Void if not signed by all Applicants 18 years of age and over.**

Signed: _____ Signed: _____

APPLICANT QUESTIONNAIRE & DOCUMENT CHECKLIST

This questionnaire must be filled out and signed by all applicants over the age of 17.

EXHIBIT D

Applicant/Tenant Name: _____

Applicant/Tenant: Please check "yes" or "no" for each line

IMPORTANT
If you answer yes, you must submit a COPY of all of the required documents!

Yes	No	*Check "Yes" if the answer applies to one or more applicants.*	(√)	*Place check mark if enclosed!*
____	____	I am entitled to file a tax return.....	____	3 most recent federal & state tax returns
		To request tax transcripts call IRS- (800)-829-1040	____	... with all attachments (w-2 forms, etc.)
____	____	I am currently a student (check one) FT_____ PT_____	____	Current transcript or letter from school
____	____	I am presently employed and receive wages/tips/commissions..	____	4 most recent pay statements...
____	____	I am presently employed at more than one job (NOT self employed)		...for every job held by everyone over 17.
____	____	I receive tips (federal minimum calculation may be applied)	____	payroll verification or self-affidavit
____	____	I am self employed.....	____	Schedule "C" and tax returns
____	____	I own a business.....	____	Current Profit and Loss statements
____	____	I currently am on leave of absence from work.....	____	Letter from employer to verify status
____	____	I currently receive unemployment benefits.....	____	6 most recent statements from agency
____	____	I have a savings account.....	____	3 most recent statements from each acct
____	____	I have a checking account.....	____	6 most recent statements from each acct
____	____	I have a money market account.....	____	3 most recent statements from each acct
____	____	I own a certificate of deposit (CD).....	____	3 most recent statements from each acct
____	____	I own stocks/bonds. (NOT held in a retirement plan).....	____	3 most recent statements from each acct
____	____	I own real estate or I am in the process of selling real estate.....	____	Market value and mortgage statements
____	____	I have sold or gifted property or other assets in the past 2 years	____	What was sold, the value and sale price
____	____	I have an IRA. (NOT yet receiving income).....	____	3 most recent statements from each acct
____	____	I have a pension plan at work (NOT yet receiving income).....	____	3 most recent statements from each acct
____	____	I receive Social Security Income.....	____	Most recent benefit letter from SS Admin
____	____	I receive income from a pension/annuity/retirement fund.....	____	3 most recent statements from each acct
____	____	I receive money periodically from my family, church, friends, etc.	____	Letter detailing the amount & frequency
____	____	I am entitled to receive child support.....	____	3 most recent statements from any source
____	____	**I am currently paying child support.....**	____	Proof of last 6 payments
____	____	I am entitled to receive alimony.....	____	3 most recent statements from source
____	____	**I am currently paying alimony.....**	____	Proof of last 6 payments
____	____	I receive AFDC/TANF.....	____	Most recent benefits letter
____	____	I receive assistance from a Public Housing Authority.....	____	Most recent benefits letter
____	____	I receive Supplemental Social Security (SSI).....	____	Most recent benefits letter
____	____	I receive Workman's Compensation.....	____	3 most recent statements from source
____	____	I have a Trust Fund.....	____	3 most recent statements from source
____	____	***Valid form of ID for every household member is required!***	____	birth cert., driver's license or passport

Signature _____ Date: _____ Signature _____ Date: _____

Signature _____ Date: _____ Signature _____ Date: _____

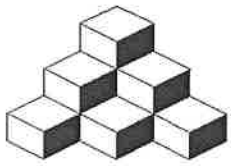
Exhibit B

Township of West Caldwell

Affordable Housing Services

Operating Manual

SALES & RESALES



Piazza & Associates, Inc. ◆ 216 Rockingham Row ◆ Princeton, NJ 08540

T.609.786.1100 ◆ F.609-786-1105 ◆ www.HousingQuest.com

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INTRODUCTION

This Operating Manual has been prepared to by Piazza & Associates, Inc., the Administrative Agent for the Township of West Caldwell, to assist in the administration of for-sale units. General questions regarding its content can be addressed to Piazza & Associates, Inc. 216 Rockingham Row, Princeton, NJ 08540; by telephone to 609-786-1100; or by email at info@HousingQuest.com.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the initial sale process and in the resale process. It describes the eligibility requirements for participation in the program, record keeping and overall program administration.

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws[1], the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq.[2], the substantive rules of the Council on Affordable Housing N.J.A.C. 5:96[3] and 5:97[4]and the affordable housing regulations of the Township of West Caldwell (hereafter referred to as the "Regulations").

FAIR HOUSING AND EQUAL HOUSING OPPORTUNITIES

In accordance with the Federal Fair Housing Act, it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status. In addition, New Jersey Law prohibits discrimination in housing on the basis of race, creed, color, national origin, ancestry, nationality, marital or domestic partnership or civil union status, familial status, sex, gender identity or expression, affectional or sexual orientation, disability, source of lawful income or source of lawful rent payment (including Section 8) by all persons including real estate agents or brokers, financial institutions, property owners, landlords, or building superintendents, and their agents and employees with respect to the sale, rental or lease of real property, listing or advertising of real property, receipt or transmittal of offers to purchase or rent real property, application and terms of a mortgage or other loan. See Exhibit A.

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[1] https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_and_related_law

[2] http://www.nj.gov/dca/affiliates/coah/regulations/uhac.html

[3] http://www.state.nj.us/dca/divisions/lps/hss/statsandregs/596.pdf

[4] http://www.state.nj.us/dca/divisions/lps/hss/statsandregs/597.pdf

WHAT IS AFFORDABLE HOUSING?

Affordable housing, unlike market rate housing, has affordability controls limiting the price for at least 30 years. The Regulations considers housing "affordable" if the household pays approximately 28% or less of the household's gross income on housing costs. Affordable housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the affordable housing is located.

WHO QUALIFIES FOR AFFORDABLE HOUSING?

In order to be eligible for affordable housing in New Jersey, a household's income will be below the income limit for the region in which the affordable housing is located, either for low or moderate levels. A moderate-income household is classified as earning between 50 percent and 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income. The New Jersey Fair Housing Act (NJFHA) has included a new category for very low-income households, which are classified as earning less than 30 percent of area median income. Municipalities are not required to provide affordable sale housing to very low-income households.

The COAH (COAH shall mean COAH or its successors) Regional Income Limits Chart (Exhibit B) provides information about income limits for each of COAH's six housing regions. Each region has different calculated median incomes, which are adjusted periodically. The Township of West Caldwell is located in Essex County, which is part of Region 2, together with Morris, Union, and Warren Counties.

LOCAL AFFORDABLE HOUSING PROGRAMS FOR PURCHASE

The following affordable housing program is currently being administered for the Township of West Caldwell:

1. **Heritage at West Caldwell:** There are 9 one-, two-, and three-bedroom affordable homes to purchase. All of the sales units are built, sold, and occupied, but may become available for resale.

A copy of the Township of West Caldwell Housing Element and Fair Share Plan is available at the municipal building, located at 30 Clinton Road, West Caldwell, New Jersey 07006.

OTHER AFFORDABLE HOUSING PROGRAMS AND OPPORTUNITIES

Affordable housing throughout the State of New Jersey is administered by a wide variety of organizations and agencies. Further information can be found at: http://www.nj.gov/dca/affiliates/coah/resources/looking.html.

Individuals interested in applying for affordable housing should contact the Municipal Housing Liaison in the municipality in which they are interested in living. Each municipality has a Municipal Housing Liaison who is responsible for administering the municipality's affordable housing program. Some municipalities administer their own affordable housing and have their own application process. If not, the Municipal Housing Liaison can direct applicants to developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality.

The New Jersey Housing and Mortgage Finance Agency has established New Jersey's Housing Resource Center, an on-line, searchable database of affordable housing in the State. The Housing Resource Center provides a listing posted by developers, landlords, and municipalities of available affordable housing. Available units are listed with contact and application information. Look for the Housing Resource Center at www.njhrc.gov.

The New Jersey Guide to Affordable Housing, which can be found at http://www.state.nj.us/dca/divisions/codes/publications/guide.html, is a listing compiled by the New Jersey Department of Community Affairs Division of Codes and Standards. It lists all types of affordable housing by county. The housing units on the list have a variety of qualification requirements, including age-restricted housing and housing for the developmentally disabled. **Applicants who do not have access to the Internet should call 211 for assistance.**

Piazza & Associates, Inc. also provides information on many affordable housing programs throughout the state of New Jersey. Detailed information about these affordable housing opportunities can be found at www.HousingQuest.com.

OVERVIEW OF THE AFFORDABLE HOUSING ADMINISTRATION PROCESS

- The Municipal Housing Liaison serves as an initial point of contact for unsolicited calls to the municipality about affordable housing and where appropriate directs applicants to an Administrative Agent, who may be developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality.

- The Administrative Agent implements the municipality's Affirmative Marketing Plan.

- The Administrative Agent serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and sends out pre-applications to interested callers.

- Households that apply for low and moderate income housing will be prescreened by the Administrative Agent for preliminary income eligibility by comparing their total income and household size to the low and moderate income limits adopted by COAH or its successors and other program restrictions that may apply. All households will be notified as to their preliminary status.

OVERVIEW OF THE NEW SALE PROCESS

- An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by Piazza & Associates, on or before the initial deadline date, shall be deemed received on that date.
- Households that apply for low and moderate income housing will be prescreened by Piazza & Associates for preliminary income eligibility by comparing their total income and household size to the low and moderate income limits adopted by COAH or its successors and other program restrictions that may apply. All households will be notified as to their preliminary status.
- A drawing will be held under the direction of Piazza & Associates to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis after the applicants who were in the initial random selection.
- In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate income unit available, or until all of the low and moderate income units within the development have been sold.
- Final applications will be mailed by Piazza & Associates to an adequate number of pre-qualified applicants, in priority order, for each available low and moderate income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.
- Completed final applications will be forwarded to Piazza & Associates. Piazza & Associates will make a determination as to their eligibility for a low or moderate income unit. Applicants will receive a letter from Piazza & Associates with respect to the status of their application each time a review is performed.
- When submitting final applications, applicants will also be asked to provide a pre-qualification letter from a qualified lending institution.
- Certified applicants will be given 15 days to sign a sales agreement with the developer. Mortgage contingencies may not be an acceptable term of the agreement.
- The sales agreement may also limit closing to a reasonable time to be approved by Piazza & Associates in advance of the process.
- Subsequent to the initial sale closings, a list of pre-qualified applicants will be maintained by Piazza & Associates on a re-sale waiting list. For projects with less than 10 units, a general sales waiting list will be maintained, in priority order, which will be used to fill any new sales projects with less than 10 units.

OVERVIEW OF THE RESALE PROCESS

When an Owner of a restricted unit wishes to sell, the sale will be processed through the Administrative Agent. Prior to the initial date of purchase, the Owner makes a certification regarding his or her understanding of this requirement.

The Administrative Agent coordinates certain aspects of the sales process for affordable homes on behalf of designated municipalities. The Administrative Agent is not a real estate agent, however, and recommends that the Seller use a qualified real estate professional. The process is outlined below.

- The Seller submits a Preliminary Notice and Request for Maximum Sale Price (MSP).

- The Administrative Agent will respond to the Seller in writing, explaining some of the details of the process and informing the Seller of the MSP. The MSP is calculated by using Annual Regional Income Limits Chart or approved alternative, and can be estimated on the Resale Calculator at HousingQuest.com or on COAH's website.

- The Seller then submits a Final Notice of Intention to Sell to the Administrative Agent.

- The Administrative Agent will respond by sending 20 copies of Preliminary Applications to the Seller, specially marked with the address of the affordable home at the top.

- The Administrative Agent will send a "Notice of Availability" to households on the waiting list for an affordable home of the same bedroom size and income category. The Notice will ask interested households to contact the Seller or their agent, directly, to make an appointment to see the affordable home within a two-week time frame. The Seller may want to prepare a flyer for us to distribute with the notice of availability. The Administrative Agent reserves the right to limit the number of notices that are mailed, based on the chronological order in which the prequalified applications were received. If the notices are limited in this way, applicants receiving notices will have a priority over those who do not.

- The Administrative Agent will affirmatively market the unit if there is no current applicant pool.

- The Seller or their agent may also want to advertise. Ads should include the "Equal Housing Opportunity" logo and should be sent to our office for review prior to distribution.

- The Seller or their agent, upon showing the home, provides potential buyers with a copy of the Preliminary Application (which may be duplicated if necessary).

- Interested households complete the application together with a mortgage pre-approval letter from a qualified lending institution.

- At the end of the two-week time period, the Administrative Agent collects all of the Preliminary Applications submitted for a particular home. These forms are prioritized on the basis of a blind selection process or lottery. Preference may be given to households that can utilize all of the bedrooms, as well as handicap accommodations, when applicable.

- The first applicant or two on the prioritized list is sent a letter which requires them to complete a final application within fourteen days. When an applicant is approved as a buyer, a copy of the approval letter is sent to the Seller and their agent.

- The Seller and the certified interested household (now Buyer) execute a "Contract of Sale." The Administrative Agent ensures that the Deed, Recapture Mortgage, Recapture Mortgage Note and Disclosure Statement (Appendix J) form are submitted as part of the closing package to the attorney responsible for the closing or other closing agent.

- The remaining applicants are maintained on the waiting list for this home or other homes in the same size and income categories. In the event that the potential buyer is not able and/or willing to purchase the affordable home, the next applicant on the prioritized list is notified pursuant to the process described above.

- When an applicant is in second priority position to purchase an affordable home (the *original* home), and another home of the same size and type in the same municipality (the *next* home) becomes available within 90 days of the lottery date of the *original* home, the applicant will have the option to transfer priority from the *original* home to the *next* home. The following conditions will apply: This opportunity only applies to the *next* home of the same bedroom number and income category as the *original* home that becomes available within the 90-day period. This offer will be made only one time and only for the *next* home. It does not apply to other similar homes that become available. The applicant must have completed a final application and be pre-qualified for the *original* home in order to be considered. The applicant will be notified by phone that an alternate home is available. The applicant will then have 3 business days in which to view the *next* home and make the determination if he/she would like to pursue that purchase. If so, the applicant would relinquish the secondary priority position for the *original* home. Once the decision to transfer to the *next* home is made, the applicant cannot be reinstated to the secondary position for the *original* home if he/she is unwilling to purchase the *next* home. Conversely, once the decision is made to remain in the secondary position for the *original* home, the applicant cannot then transfer to the *next* home if he/she is unable or unwilling to purchase the *original* home.

- A copy of the Sales Contract will be submitted to the Administrative Agent prior to closing. The terms of the contract (e.g., closing dates and mortgage contingencies) should be reasonable to both buyer and seller.

- During the final stages of the process, the Seller should provide a "Notice of Intent to Transfer Title" form. It will be necessary to make arrangements for the Mortgage and Note to be satisfied with respect to the Seller and new documents filed with respect to the Buyer.

- A copy of the TILA-RESPA or HUD Closing Statement (as applicable) will be submitted to the Administrative Agent. A certified copy of the recorded deed, the original recorded repayment mortgage and note, and the certificate of ownership should also be sent to the Administrative Agent after closing.

- The filing and recording of documents is the responsibility of the seller's or buyer's attorney, but the Administrative Agent may also elect to file the documents. Once all documents are filed and recorded, and returned to the Administrative Agent for inclusion in the file, the Administrative Agent will process a release of the original documents.

- Annually, the Administrative Agent shall send a mailing to the Owner of the affordable unit reminding them of the rights and requirements of owning an affordable unit.

This outline is meant to describe the process utilized prior to the expiration of the deed restrictions. It is not meant to be a legal representation of the rights or responsibilities of any party, nor is it meant to modify the Affordable Housing Agreement, Mortgage Note or other Deed Restrictions. Buyers and Sellers are encouraged to seek legal counsel for specific questions in this regard. The Administrative Agent is available to both the Seller and the Buyer throughout the process to answer any questions that they may have.

ROLES AND RESPONSIBILITIES

Responsibilities of the Municipal Housing Liaison or MHL

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Municipal Attorney, where appropriate (see **Responsibilities of the Municipal Attorney**). The primary purpose of the MHL to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the MHL include the following duties, and may include the responsibilities for providing administrative services as described in the next Section under, **Responsibilities of an Administrative Agent**.

Monitor the status of all restricted units in the municipality's Fair Share Plan. Regardless of any arrangements the municipality may have with one or more Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in their community.

Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households. The MHL serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent.

Compile, verify and submit annual reporting. Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report distributed in accordance with the Township's Settlement Agreement. Any requests from COAH for additional information or corrections will be directed to the MHL.

Coordinate meetings with Administrative Agents and Developers/Affordable Housing Sponsors/Owners. When a new affordable unit or series of units is in the planning process, the MHL should coordinate a meeting between the Administrative Agent and the developer, affordable housing sponsor or owner. The developer, affordable housing sponsor or owner may serve as their own Administrative Agent, if they meet the applicable requirements and are approved by the municipality. The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all affordable housing-related local ordinances -- that have already been adopted by the municipality.

It is the responsibility of the Municipal Housing Liaison, in conjunction with the Municipal Attorney, to have the affordable housing provisions of any Master Deed and Public Offering reviewed for consistency with COAH and UHAC regulations, before they are recorded and submitted to DCA for approval.

Provide Administrative Services, unless those services are contracted out. The responsibilities for providing administrative services are described in the next Section under, **Responsibilities of an Administrative Agent**.

Responsibilities of an Administrative Agent

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in the Administrative Agent's portfolio are sold to eligible households. Administrative Agents will:

Secure written acknowledgement from all developers, affordable housing sponsors and owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Create and adhere to an Operating Manual. All Administrative Agents are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.

Implement the municipality's Affirmative Marketing Plan. The Administrative Agent, the developer, affordable housing sponsor or owner could be responsible for implementing the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the Municipal Housing Liaison, Administrative Agent and the developer, affordable housing sponsor or owner, this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs are the responsibility of the developer or current owner.

Accept applications from interested households. In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Administrative Agent. The Administrative Agent will supply applicants with applications, provide additional information on available units and accept completed applications.

Conduct random selection of applicants for sale and resale of restricted units. The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual.

Create and maintain a pool of applicant households. This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.

Determine eligibility of households. The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination on a household's eligibility will be provided within twenty (20) days of the Administrative Agent's determination of eligibility or non-eligibility. Whether or not the household is determined to be eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An Administrative Agent is required to ensure that all certified applicants execute a Disclosure Statement acknowledging the rights and requirements of owning an affordable unit, in the form of Appendix J of UHAC, as applicable.

Establish and maintain effective communication with owners and property managers. Owners and property managers of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent will immediately inform all owners and property managers of any changes to the Administrative Agent's contact information or business hours. The Administrative Agent will create and distribute annual mailings to all Owners of affordable units reminding them of the rights and requirements of owning an affordable unit.

Owners should be instructed to immediately contact the Administrative Agent in the following circumstances:

- If they are considering or have decided to sell their home.
- In the event they wish to refinance their mortgage or take out a home equity loan and, consequently, will be seeking a subordination of their mortgage.
- If they are seeking an increase in the sales price of their unit due to capital improvements.
- If they are seeking a Hardship Waiver to allow them to rent their unit.

Preserve affordability controls during the sale of restricted units. Immediately upon being notified of an Owner's intent to sell their property, an Administrative Agent should inform the Owner of the Owner's role in the marketing and sale of the home. An Administrative Agent is responsible for extinguishing the affordability controls with the Seller and re-establishing them with the Buyer. An Administrative Agent is responsible for providing closing attorneys/agents with the appropriate legal instruments.

Ensure cancellations of Recapture Mortgages are effectuated. It is the Administrative Agent's responsibility to ensure that Recapture Mortgages are cancelled at the conclusion of the control period when the Recapture Mortgage is satisfied. If the Recapture Mortgage is being cancelled due to a sale of the property during the control period, then the Administrative Agent may wish to cancel the original Recapture Mortgage only after the Recapture Mortgage with the new Owner has been recorded.

Send out annual mailings about restrictions. Administrative Agents will annually mail to all Owners of affordable housing units a reminder of their rights and responsibilities as Owners of an affordable unit.

Ensure unit has Continuing Certificate of Occupancy at final transfer. To help ensure a healthy and safe living environment for all families, an Administrative Agent is responsible for obtaining an inspection or a certified statement from the local Building Inspector at the first sale after the expiration of the minimum affordability control period.

Serve as the custodian of all legal documents. An Administrative Agent is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, an Administrative Agent will maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes and Disclosure Statement.

Serve as point of contact on all matters relating to affordability controls. It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability

controls are maintained. The Administrative Agent should seek the counsel of the municipality's attorney on legal matters that threaten the durability of the affordability controls.

Provide annual activity reports to Municipal Housing Liaison for use in the annual monitoring report. An Administrative Agent is responsible for collecting the reporting data on each unit in the Administrative Agent's portfolio.

Maintain and distribute information on HUD-approved Housing Counseling Programs.

Responsibilities of the Municipal Attorney

The Municipal Attorney assists the municipality with developing, administrating, and enforcing affordability controls, including but not limited to:

- Assisting the Municipal Housing Liaison with the review of the affordable housing provisions of any Master Deed and Public Offering for consistency with COAH and UHAC regulations, before they are recorded and submitted to DCA for approval.

- Providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls, including reviewing legal documents and legal actions required on foreclosures and violations.

Responsibilities of Developers

When a new affordable unit or series of units is in the planning process, the developer of affordable housing should contact the Municipal Housing Liaison, who shall coordinate a meeting with the Administrative Agent, where applicable, and the developer, affordable housing sponsor or owner.

The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all affordable-related local ordinances -- that have already been adopted by the municipality.

If provided for by ordinance and made a condition of the approval of the planning board or zoning board of adjustment, the developer may be responsible for the costs of advertising affordable units.

The Administrative Agent will secure from the developer written acknowledgement that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Responsibilities of an Owner

Owners should read annual mailings from the Administrative Agent, and cooperate with any and all requests for information from either the Municipal Housing Liaison or the Administrative Agent.

The Owner may sell the unit only to a household that has been approved in advance and in writing by the Administrative Agent. No sale of the unit shall be lawful unless approved in advance and in writing by the Administrative Agent. No sale shall be for a consideration greater than the maximum resale price, as determined by the Administrative Agent.

When an Owner wishes to sell an affordable unit, it is the Owner's responsibility to notify the Administrative Agent and to execute a "Notice of Intent to Sell". If a potential, certified Buyer makes an offer of the maximum resale price of an affordable unit, then the Owner is obligated to enter into a sales contract with that Buyer for the sale of that unit or withdraw the "Notice of Intent to Sell".

An Owner may not rent out the Owner's unit to any other person, not even to members of the Owner's family.

The Owner shall at all times maintain the unit as his or her principal place of residence, defined as residing at the unit at least 260 days out of each calendar year.

An Owner shall make no improvements to the unit that would effect its bedroom configuration or to increase the maximum permitted resale price, except for improvements approved in advance and in writing by the Administrative Agent.

The Owner shall pay all taxes and public assessments and assessments by the condominium association levied upon or assessed against the unit, or any part thereof, when they become due and before penalties accrue.

The Owner shall pay all charges of any utility authority when they become due and before penalties accrue.

The Owner shall not permit any lien, except those approved by the Administrative Agent, to attach and remain on the property for more than 60 days.

The Owner will have approval of the Administrative Agent if they wish to refinance their mortgage or take out a home equity loan and, consequently, will be seeking a subordination of their mortgage.

In the event that any first mortgagee or other creditor of an Owner of a low- and moderate-income unit exercises its contractual or legal remedies available in the event of default or nonpayment by the Owner of a low- and moderate-income unit, the Owner shall notify the Administrative Agent in writing within 10 days of such exercise by the first mortgagee or creditor and no later than 10 days after service of any summons and complaint.

An Owner shall notify the Administrative Agent within 10 days, in writing, of any default in the performance by the Owner of any obligation under either the master deed of the condominium association, including the failure to pay any lawful and proper assessment by the condominium association, or any mortgage or other lien against the low- and moderate-income unit, which default is not cured within 60 days of the date upon which the default first occurs.

AFFIRMATIVE MARKETING

Overview of the Requirements of an Affirmative Marketing Plan

All affordable units are required to be affirmatively marketed using the Township of West Caldwell's Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households 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 an Administrative Agent or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to target households who are least likely to apply for affordable housing, and to target households throughout the entire housing region in which the units are located.

Every Affirmative Marketing Plan will include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and

- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious and civic organizations.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan will include the following information:

- The address of the project and development name, if any

- The number of units, including number of sale units

- The price ranges of the sale units

- The name and contact information of the Municipal Housing Liaison, Administrative Agent or property manager

- A description of the Random Selection method that will be used to select applicants for affordable housing.

- Disclosure of required application fees, if any.

Advertisements will contain the following information for each affordable housing opportunity:

- The location of the units

- A range of prices for the housing units

- The bedroom size(s) of the units

- The maximum income permitted to qualify for the housing units

- The locations of applications for the housing units

- The business hours when interested households may obtain an application for a housing unit

- Application fees, if any

Regional Preference

The Township of West Caldwell has by ordinance provided that households that live or work in Housing Region #2, comprising Essex, Morris, Union and Warren Counties, shall be selected for an affordable housing unit before households from outside this region. Units that remain unoccupied after households who live or work in the region are exhausted, may be offered to the households outside the region.

Regional Preference is screened at the Final Application stage of the process.

Implementation of the Affirmative Marketing Plan

The affirmative marketing process for new affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Administrative Agent shall undertake all of the strategies outlined in the Township of West Caldwell Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all the units have been sold. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

An applicant pool will be maintained by the Administrative Agent for re-sales. For new sales projects with less than 10 units, a general sales waiting list will be maintained, in priority order, to fill units in new sales projects.

When a resale affordable unit becomes available, the applicants will be selected from the applicant pool and the unit will be affirmatively marketed as described in the Resale process, above

The selection of applicants from the applicant pool is described in more detail in this manual under Random Selection & Applicant Pool(s).

Developer, Affordable Housing Sponsor

If permitted by the municipality, the developer or affordable housing sponsor may be responsible for advertising the affordable housing in accordance with the municipality's adopted Affirmative Marketing Plan. Prior to publication or broadcast, draft copies of the marketing material will be submitted to the Administrative Agent for approval. Proof of publication will be submitted, including a copy of the final advertisements with a copy of the paid bill. Public Service Announcements shall be submitted by the Administrative Agent.

RANDOM SELECTION & APPLICANT POOL(S)

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

After advertising is implemented, applications are accepted for 60 days. The applications are prescreened for eligibility. Applicants that are deemed, at this stage, to be ineligible are sent a notice and given an opportunity to clarify or correct any information. This will be done in writing.

Prescreened applications are entered into a data base and sorted by the unit size and affordability type that is appropriate. Applicants are sent letters as to their eligibility during this preliminary application stage.

Prior to the randomized selection, a list of applicants will be sent to the Municipal Housing Liaison (MHL) in the order to which the random numbers will be applied. This list should be maintained in the file so that the MHL can verify the establishment of the order of the list in advance of the random selection.

At the end of the 60-day period, the Administrative Agent arranges a time and date for the random selection process to take place. The MHL and a representative of the developer are invited and encouraged to attend. An announcement of the time and date is made by way of an email blast to those applicants who voluntarily sign up for this service through www.HousingQuest.com.

It is important to note that applicants need not be present at the random selection, and that there is no advantage given those applicants who do attend.

At the random selection, a website is used to generate a random list of numbers. The numbers are applied to the list in the order that was prearranged. A copy of the random numbers and the final list are sent to the MHL for verification and file.

All applicants are assigned a random number. A random number does not guarantee that the applicant will be deemed eligible. Applicants who submit more than one application and receive more than one priority number will forfeit the lower number with the highest priority.

When units become available, final applications are sent in the prioritized order as specified previously. The Administrative Agent can keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. On-going marketing is done primarily through www.HousingQuest.com.

For re-sales, applications received subsequent to the initial random selection may be subject to a random selection on a per-unit basis.

MATCHING HOUSEHOLDS TO AVAILABLE UNITS

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 implement the following policies:

- Provide an occupant for each unit bedroom;
- Prevent more than two persons from occupying a single bedroom; and
- Require that all the bedrooms be used as bedrooms.

A household is placed only on one unit list for eligibility. A household may chose to change the unit type for which they are eligible within the scope of the program.

APPLICATION FEES

The Administrative Agent does not charge a fee to applicants.

HOUSEHOLD CERTIFICATION

Before any household can purchase a restricted unit, the Administrative Agent will certify the household as eligible. Certification of a household involves the verification of two critical pieces of data: 1) Household size and composition, including gender; and 2) The total income and assets for all household members 18 years of age or older. The certification process begins with the applicant completing an application in its entirety

and providing the required backup documentation. Once eligibility documents and data have been collected, the Administrative Agent can begin the process of calculating the household's income.

Household Composition and Circumstances

Generally, a Household is defined as everyone who intends to reside in the affordable unit. Temporarily absent members of a household will be counted in very limited circumstances, such as a member of the military in active duty. Unborn children and children in the process of being adopted shall be counted as members of the household.

The following are generally excluded from the household for the purposes of income qualifying, but may be considered by the Administrative Agent for the purposes of determining the size of the unit: live-in aid, foster children and children who live in the household with less than 50% joint physical custody.

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income Tax Return
- Driver's License
- Birth Certificate or Passport
- Alien Registration Card
- Divorce Decree and Settlement Agreement
- Adoption Agency / Legal Correspondence and/or Certification
- Correspondence / Certification from Foster Care Services
- Doctor's Authorization for Live-in Aid.
- The Administrative Agent always reserves the right to require any other such documentation that, in its sole discretion, it deems necessary to verify composition.

Procedure for Income-Eligibility Certification

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Applicants may NOT change or modify their situation relative to their income once they have submitted a Final Application.

Through the submission of the Final Application, the Administrative Agent shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income. The application and a schedule of required documentation can be found in Exhibits C and D. Generally the documentation required is as follows:

- Four current consecutive pay stubs, including bonuses, overtime or tips, or a signed and dated letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.

- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.

- A letter or appropriate reporting form verifying current monthly benefits such as

    - Social Security or SSI – Award letter or computer print out letter

    - Unemployment – verification of Unemployment Benefits

    - Welfare -TANF[5] current award letter

    - Disability - Worker's compensation letter

    - Pension income – a pension letter.

- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony, child support and education stipends.

- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds.

- Evidence or reports of income from directly held assets, such as real estate or businesses.

[5] TANF – Temporary Assistance for Needy Families

- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.

- Current reports of assets – Market Value Appraisal or a contract with a real estate broker which sets forth the price of the property and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property, attach copies of all leases.

- The Administrative Agent always reserves the right to require any other such documentation that, in its sole discretion, it deems necessary to verify household income.

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

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions and regular distributions from retirement accounts
5. Social security benefits
6. Unemployment compensation (annualized)
7. TANF
8. Verified regular child support
9. Disability benefits
10. Net income from business or real estate
11. Actual interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using the current HUD Passbook Rate) from non-income producing assets, such as checking accounts, cash on hand, and equity in non-income producing real estate.
13. Net rental income from real estate
14. Non-tuition stipends for living expenses for students
15. Non-Governmental financial support

16. Any other forms of regular income reported to the Internal Revenue Service

17. Regular financial support from any source.

Not Income

1. Rebates or credits received under low-income energy assistance programs
2. Food stamps
3. Payments received for foster care
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of persons enrolled as full-time students

Deduction from Income

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

Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household who is enrolled in a qualifying education program for 12 credit hours or more per semester; and part-time income is income earned on less than a 35-hour workweek. Full time income (35 hours or more) for full-time students is always counted.

The Real Estate Asset Limit

Except for federal programs, if an applicant's primary residence, which is to be sold upon purchase of an affordable unit, has no mortgage debt and is valued at or above the regional asset limit as published annually by COAH or their successor as part of the Annual Regional Income Limits Chart, the household will be determined ineligible for certification.

However, if the applicant's existing monthly housing costs including taxes, homeowner insurance, and condominium or homeowner association fees exceed 38 percent of the household's eligible monthly income, the household will be exempt from the asset limit.

An applicant will provide a recent, Market Value Appraisal, on the home they own unless the applicant has mortgage debt on the home or can demonstrate that the existing monthly housing costs exceed 38 percent of the household's eligible monthly income, in which case the applicant is exempt from the asset limit.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the net revenue is considered income. Specifically, rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance and reasonable property management expenses as reported to the Internal Revenue Service. Other expenses are not deductible. If actual rent is less than fair market rent, the administrative agent shall impute a fair market rent.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the value of the property. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current HUD Passbook Savings Rate, interest will be imputed on the determined value of the real estate.

Maximum Monthly Payments

The percentage of funds that a household can contribute toward housing expenses is limited. However, an applicant may qualify for an exception based on the household's current housing cost (see below). The Administrative Agent will strive to place an applicant in a unit with a monthly housing cost equal to or less than the applicant's current housing cost.

A certified household is not permitted to purchase a unit that would require more than 33 percent of the verified household income to pay principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable. However, at the discretion of the Administrative Agent, this limit can be exceeded if the applicant:

- Obtains a firm mortgage loan commitment at the higher level from a licensed financial institution, under terms consistent with the requirements of the New Jersey Home Ownership Security Act of 2002, N.J.S.A. 46:10B-22 et seq.; and

- Submits a certification from a non-profit counselor approved by HUD or the New Jersey Department of Banking and Insurance that the household has received counseling on the advisability of the loan transaction.

Housing Counseling

The Administrative Agent will provide referrals for counseling, as a part of its services. Although housing counseling is recommended, a household is only required to attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or a counseling agency approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced Housing Counseling Agency. This counseling to low- and moderate-income housing applicants will focus on subjects such as budgeting, credit issues, and mortgage qualification, and is free of charge. A list of non-profit counselors approved by HUD and/or the New Jersey Department of Banking and Insurance is included on COAH's website and is available from the Administrative Agent.

In addition, the Administrative Agent will:

- Confirm and update all information provided on the application.

- Explain program requirements, procedures used to verify information, and penalties for providing false information. Ask the head of household, co-head, spouse and household members 18 years of age or older to sign the Authorization for Release of Information forms and other verification requests.

- Review the applicant's identification and financial information and documentation, ask any questions to clarify information on the application, and obtain any additional information needed to verify the household's income.

- Seek to ensure, to a reasonable degree, that the applicant has reported all sources for earned and benefit income and assets (including assets disposed of for less than fair market value in the past two years). Require the applicant to give a written certification as to whether any household member did or did not dispose of any assets for less than fair market value during the past two years.

Approving or Rejecting a Household

Administrative Agents will notify applicant households of their eligibility within twenty (20) days of the Administrative Agent's determination.

Households with a verified total household income that exceeds 80 percent of the regional income limit for the appropriate family size are ineligible for purchase or rental of restricted units. A letter rejecting the household's application shall be mailed to the household.

Similarly, households with a verified total household income that is within the income limits, but too low to afford any of the units administered by the Administrative Agent shall be sent a letter rejecting the household's application, and/or referring them to housing counseling.

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the applicant does not sign a Sales Agreement within that time frame, an extension may be granted once the household's eligibility is updated and verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent will secure from the applicant a signed and notarized acknowledgement of their requirements and responsibilities in purchasing a restricted unit. UHAC's Disclosure Statement shall be forwarded to the applicants.

In addition to non-eligibility based on income, the Administrative Agent may deny a certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for down payment, or any other required facts and information. A household may also be denied certification if the Administrative Agent determines that there was a willful or material misstatement of fact made by the applicant.

Dismissal of Applications

Applications can be dismissed for the following reasons:

1. The application is not signed or submitted on time;
2. The applicant's sources of income or household composition changes after the submission of the final application, but before approval;
3. The applicant commits fraud, or the application is not truthful or complete;
4. The applicant cannot or does not provide documentation to verify their income or other required information when due;
5. The household income does not meet the minimum or maximum income requirements for a particular property;
6. The applicant owns an asset that exceeds the Asset Limits for deed-restricted properties;
7. The applicant fails to respond to any inquiry in a timely manner;
8. The applicant had a greater chance than any other applicant submitted for a random selection;
9. The applicant is non-cooperative or abusive with the our staff, property managers or the sellers of affordable units;
10. The applicant changes address or other contact information without informing us in writing;
11. The applicant is unable to obtain suitable and legitimate financing for a sale unit or fails to verify attendance in a home buyer credit counseling program when required to do so by the program rules;
12. The applicant does not respond to a periodic update inquiry in a timely fashion;

13. The applicant fails to sign the Compliance Certification, Certificate for Applicant; Lease Documents, Contract for Sale, Affordable Housing Agreement and/or Deed Restrictions as may be required; or
14. The applicant, once approved, fails to close on a sale in a timely manner.

Applicants will also be withdrawn from all lists held by us in the Township of West Caldwell once they have been approved for an affordable unit within that same municipality. However, these applicants may re-apply for other opportunities in that municipality once they have occupied their unit. Applicants withdrawn for fraud may be withdrawn from all programs administered by Piazza & Associates, Inc., and may be subject to prosecution under the law.

Applicants who are withdrawn and who wish to re-apply to that specific program may do so using a new Preliminary Application. The new Preliminary Application will NOT be given preferential treatment, but will be processed in the same way that all new Preliminary Applications for that specific program are processed. In the event that an application list is closed when the application is withdrawn, the applicant will be required to wait until the list is re-opened to apply again.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, uncooperative behavior or other serious matters.

Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Municipal Housing Liaison, Township of West Caldwell; or the Executive Director of the New Jersey Housing and Mortgage Finance Agency.

DETERMINING AFFORDABLE SALES PRICES

Development Considerations and Compliance Issues

There are several regulations that will be considered from the development perspective before the sales prices of individual units can be calculated. These requirements should be discussed at the first meeting between the Municipal Housing Liaison, Administrative Agent and developer or affordable housing sponsor. The following is a summary of the requirements for ownership projects.

Bedroom Distribution. The standards on the distribution of unit sizes for affordable developments require that:

- The combined number of efficiency and one-bedroom units may be no greater than 20 percent of the total low- and moderate-income units;

- At least 30 percent of all low- and moderate-income units will be two-bedroom units;

- At least 20 percent of all low- and moderate-income units are three-bedroom units; and

- The remainder, if any, may be allocated at the discretion of the developer.

Age-restricted Units. Affordable age-restricted units are not held to these bedroom distribution standards. For affordable age-restricted units, the number of age-restricted low- and moderate-income bedrooms will be equal to or greater than the number of age-restricted units within the development. In other words, the average bedroom size in an age-restricted development will be equal to or greater than one bedroom per unit. For example, if the overall age-restricted development is 25 percent efficiencies, and 50 percent one-bedroom units, and 25 percent two-bedroom units, that equals an overall development bedroom size of exactly one bedroom per unit. An age-restricted development can meet this standard by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit, or any other combination that will equal a minimum of one bedroom per unit.

Pricing by Household Size. Initial sales prices and rents are based on targeted "model" household sizes for each size home as determined by the number of bedrooms. Initial sales prices and rents will adhere to the following rules. These maximum sales prices and rents are based on Annual Regional Income Limits Chart at the time of occupancy:

- A studio shall be affordable to a one-person household;

- A one-bedroom unit shall be affordable to a one- and one-half person household;

- A two-bedroom unit shall be affordable to a three-person household;

- A three-bedroom unit shall be affordable to a four- and one-half person household; and

- A four-bedroom unit shall be affordable to a six-person household.

The above rules are only to be used for setting initial sales prices. They are not guidelines for matching household sizes with unit sizes.

Determining Maximum Initial Sales Price

To determine the affordable sale prices the Administrative Agent uses the regulations set forth in UHAC.

The maximum sales price for an ownership unit is determined by first calculating the amount that an appropriately sized household can afford for housing expenses at various

income ranges. Several related expenses (homeowner insurance, private mortgage insurance (PMI), association fees and taxes) will then be subtracted from the household's maximum monthly contribution toward housing expenses to arrive at the maximum monthly mortgage payment. The calculated mortgage amount, a five percent down payment, and the current lending rate will be used to arrive at the maximum sales price.

Additional Regulations for an Ownership Development

In addition to the regulations in the previous Section entitled **Development Considerations and Compliance Issues**, ownership developments will also comply with the following regulations:

Division of Units: Low- and Moderate-income. In each affordable ownership development, at least 50 percent of each unit type will be affordable to low-income households. The remaining affordable units will be affordable to moderate-income households.

Affordability Average. Each affordable development will achieve an affordability average of no more than 55 percent of the regional median income for restricted ownership units. In achieving this affordability average, moderate-income ownership units will be available for at least three different prices for each bedroom type, and low-income ownership units will be available for at least two different prices for each bedroom type.

Maximum Initial Sales Price. The maximum initial sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of the regional median income.

Condominium/Homeowner Association Fees. The master deeds of affordable developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.

Determining Resale Prices

Calculating the maximum resale price (MRP) for an ownership unit involves applying the annual percentage increase corresponding with each calendar year since the Seller bought the house. No increase is permitted during the balance of the calendar year immediately after the sale. A Resale Price Calculator has been created by the Administrative Agent to provide an estimate of the MRP to owners of affordable homes. It can be accessed at www.HousingQuest.com, by clicking on "Resale Calculator" on the menu bar and choosing the municipality in which your affordable home is located. In the alternative, homeowners can also call Piazza & Associates, Inc., at 609-786-1100, and request a verbal estimate by phone. The official MRP can only be given in writing in response to a written request, together with a copy of the recorded deed.

Requests for Increases in Maximum Sales Price

The Seller of an ownership unit may ask the Administrative Agent to increase the sales price of their home beyond the maximum sales price under limited circumstances. Only those improvements "that render the unit suitable for a larger household or that add an additional bathroom" can increase the calculated maximum sales price. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger households.

WAIVERS AND EXEMPTIONS[6]

Hardship and Income Waivers

An Owner may not rent out the Owner's unit to any other person, not even to members of the Owner's family. The Administrative Agent may grant a Hardship Waiver for the following extenuating circumstances:

- The Owner's employer is temporarily sending the Owner to a work place a great distance from the Owner's home, and the employer expects the Owner to resume work for the employer back at home within the next 12 months.

- The Owner is called up for military service

An Owner of a low-income unit may request that the unit be sold to a household whose income exceeds the established income eligibility criteria for a low-income household, but does not exceed the income criteria for a moderate-income household, by submitting a written request for an Income Waiver to the Administrative Agent. The Owner will demonstrate that this request is consistent with the following reasons for an Income Waiver:

- The unit is in marketable condition as determined by the Administrative Agent.
- The Owner has made a good faith effort to sell the unit to a certified household for no less than six (6) months, in accordance with procedures required by the Administrative Agent and no certified household has made a "reasonable" offer during the that six-month period.
- The Owner has demonstrated a willingness to consider price offers lower than the maximum allowable resale price, taking into account current market conditions and the marketability of the unit.
- The Owner has advertised the unit's availability in newspapers and other locations likely to be noticed by potential purchasers, or has engaged the services of a qualified real estate agent to sell the home.

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[6] Revised 4.24.08

The Administrative Agent may grant an Income Waiver upon demonstration that the Owner has made a good faith effort to sell the unit and subject to COAH determining that there is an insufficient number of low-income purchasers in the market to permit prompt occupancy of the unit.

Upon receipt of a request for an Income Waiver,[7] the municipality shall have first option to purchase the unit at the approved resale price and holding, renting or conveying it to a certified household. The municipality shall have 30 days in which to exercise this option.

The Administrative Agent shall approve or deny a Hardship Waiver in writing within 30 days of receipt all requested verification.

The Administrative Agent shall approve or deny an Income Waiver in writing within 30 days of receipt of all requested verification from the Owner and a determination by COAH that there are an insufficient number of low-income purchasers in the market to permit prompt occupancy of the units. The Income Waiver shall be provided to the Owner with a copy to the Buyer at the time of closing. The original shall be filed with the Deed. The Income Waiver is only valid for the designated resale transaction. All future resales will be in accordance with the Deed restrictions and sold to income eligible households for no more than the approved indexed resale price.

The approval of an Income Waiver for a particular resale does not guarantee receipt of the maximum resale price to the Owner.

If the Administrative Agent denies a Hardship Waiver or Income Waiver, the Owner may appeal the decision of the Administrative Agent within 30 days from the date of notification of the decision of the Administrative Agent (see **Appeals**). If a written request has not been received within 30 days following the household's receipt of notification, the denial will be final. Owners shall be required to produce documentation to support their claim.

Exempt Transactions

The following title transactions shall be deemed exempt transactions and, when requested, the Administrative Agent shall provide the Owner receiving title with written confirmation of the exemption to those restrictions that determine occupancy of the unit.

- Transfer of ownership between former spouses ordered as a result of a judicial decrees of divorce or judicial decree of separation (but not including sales to third parties);

- Transfer of ownership between family members by will or intestate succession;

[7] Rev 5.16.08

- Transfer of ownership through an Executor's Deed to a Class A beneficiary; and

- Transfer of ownership by Court Order.

An exempt transfer of ownership does not terminate the resale restrictions or existing liens on the property. All liens will be satisfied in full prior to subsequent resale and all subsequent resale prices will be calculated using the resale price index in compliance with the term of the affordable housing regulations.

The exempt transaction shall not be considered as a recorded transaction in calculating subsequent resale prices.

The Owner shall notify the Administrative Agent in writing of any proposed transaction that requires approval as an exempt transaction. The Owner shall supply the Administrative Agent with all necessary documentation to demonstrate that the transaction qualifies as an exemption as defined above.

If the Administrative Agent denies the exemption, the Owner may appeal the decision of the Administrative Agent within 30 days from the date of notification of the decision of the Administrative Agent (see Appeals). If a written request has not been received within 30 days following the household's receipt of notification, the denial will be final. Owners shall be required to produce documentation to support their claim.

VIOLATIONS, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the regulations governing the affordable unit by an Owner, the Administrative Agent shall have all the remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties that it will cause irreparable harm to the municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low- and moderate-income housing.

Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, 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.

MAINTENANCE OF RECORDS AND APPLICANT FILES

Pursuant to N.J.A.C. 5:80-26.14(a)8, N.J.A.C. 5:80-26.15(c) and N.J.A.C. 5:80-26.17 current records will be maintained by the Administrative Agent and outdated records will be given to the municipality for safe-keeping. A file will be created and maintained on each restricted unit for its control period.

The Administrative Agent will maintain detailed records on all marketing initiatives.

Files To Be Maintained on Every Applicant

The Administrative Agent will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form.
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility.

Individual files will be maintained throughout the process and submitted to the municipality upon termination of the program.

Files To Be Maintained on Every Unit

The Administrative Agent will maintain files on every unit for the length of the affordability controls. The unit file will contain at a minimum:

- Base sales prices
- Identification as low- or moderate-income
- Description of number of bedrooms and physical layout
- Floor plan
- Original deed restriction
- Affordability control documents, including Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes, Disclosure Statement
- Application materials, verifications and certifications of all present owners, pertinent correspondence, any documentation of home improvement, hardship or income waivers or other approvals granted by an AA, certificate of exemption

Files To Be Maintained on Every Project

The Administrative Agent will maintain files on every project for the length of the affordability controls. The project file will contain at a minimum:

- Condominium Master Deed
- Condominium Public Offering

Files To Be Maintained on The Applicant Pool

- Any changes to the applicant pool
- Any action taken with regard to the applicant pool
- Any activity that occurs that affects a particular applicant
- Current applications for all applicants whose status is active in the applicant pool
- The application, the initial rejection notice, the applicant's reply to the notice, a copy of the Administrative Agent's final response to the applicant, and all

documentation of the reason the applicant's name was removed from the applicant pool.

Monitoring

A sample Deed will be submitted for each project. Additionally, the current annual monitoring information required to be maintained and reported annually to the Municipal Housing Liaison can be found on COAH's website. The information required for each unit includes but is not limited to:

- Street Address
- Block/Lot/Qualifier/Unit Number
- Housing Type
- Income: Very Low/Low/Moderate
- Initial Sale Price
- % of affordability
- Bedroom Type
- Age-restricted
- Handicap accessible/adaptable
- Co #, date
- Effective date of affordability controls
- Length of affordability controls (yrs)
- Date Affordability controls removed
- 95/5

EQUAL HOUSING OPPORTUNITY

We Do Business in Accordance With the Federal Fair Housing Law

(The Fair Housing Amendments Act of 1988)

It is illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services
- In the appraisal of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:
1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)

U.S. Department of Housing and Urban Development
Assistant Secretary for Fair Housing and Equal Opportunity
Washington, D.C. 20410

New Jersey Law Prohibits Discrimination in Housing

ON THE BASIS OF: Race, Creed, Color, National Origin, Ancestry, Nationality, Marital or Domestic Partnership or Civil Union Status, Familial Status, Sex, Gender Identity or Expression, Affectional or Sexual Orientation, Disability, Source of Lawful Income or Source of Lawful Rent Payment (including Section 8)

BY: All Persons including Real Estate Agents or Brokers, Financial Institutions, Property Owners, Landlords, or Building Superintendents, and Their Agents and Employees

WITH RESPECT TO:

- The Sale, Rental or Lease of Real Property
- Listing or Advertising of Real Property
- Receipt or Transmittal of Offers to Purchase or Rent Real Property
- Application and Terms of a Mortgage or Other Loan

REMEDY MAY INCLUDE: An Order Restraining Unlawful Discrimination, Reimbursement for Financial Loss, Damages for Pain and Humiliation Experienced as a Result of Unlawful Discrimination, Punitive Damages, and Attorney's Fees

It is also unlawful to publish real estate advertisements which express any discrimination against persons protected by the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

Violations Should Be Reported To the Nearest Office of the NJ Division on Civil Rights or Call Toll Free at 866-405-3050

Atlantic City
26 S. Pennsylvania Avenue, 3rd Floor
Atlantic City, NJ 08401
(609) 441-3100 (Phone)

Camden
One Port Center
2 Riverside Drive, 4th Floor
Camden, NJ 08103
(856) 614-2550 (Phone)

Newark
31 Clinton Street, 3rd Floor
Newark, NJ 07102
(973) 648-2700 (Phone)

Trenton
140 East Front Street, 6th Floor
Trenton, NJ 08625
(609) 292-4605 (Phone)

www.NJCivilRights.gov

The regulations of the New Jersey Division on Civil Rights require that all real estate brokers and persons who engage in the business of selling or renting real property who are covered by the New Jersey Law Against Discrimination shall display this official poster in places easily visible to all prospective tenants and purchasers. N.J.A.C. 13:8-1.3.

CIVIL RIGHTS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 27, 2021 *EXHIBIT B*

2021 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Max Increase Sales***	Regional Asset Limit****
Region 1	Median	$72,846	$78,050	$83,253	$93,659	$104,066	$108,229	$112,391	$120,717	$129,042	$137,367			
Bergen, Hudson, Passaic and Sussex	Moderate	$58,277	$62,440	$66,602	$74,928	$83,253	$86,583	$89,913	$96,573	$103,233	$109,894	1.6%	8.46%	$201,229
	Low	$36,423	$39,025	$41,626	$46,830	$52,033	$54,114	$56,196	$60,358	$64,521	$68,684			
	Very Low	$21,854	$23,415	$24,976	$28,098	$31,220	$32,469	$33,717	$36,215	$38,713	$41,210			
Region 2	Median	$75,331	$80,711	$86,092	$96,854	$107,615	$111,920	$116,224	$124,834	$133,443	$142,052			
Essex, Morris, Union and Warren	Moderate	$60,265	$64,569	$68,874	$77,483	$86,092	$89,536	$92,980	$99,867	$106,754	$113,642	1.6%	2.00%	$206,459
	Low	$37,665	$40,356	$43,046	$48,427	$53,808	$55,960	$58,112	$62,417	$66,721	$71,026			
	Very Low	$22,599	$24,213	$25,828	$29,056	$32,285	$33,576	$34,867	$37,450	$40,033	$42,616			
Region 3	Median	$86,240	$92,400	$98,560	$110,880	$123,200	$128,128	$133,056	$142,912	$152,768	$162,624			
Hunterdon, Middlesex and Somerset	Moderate	$68,992	$73,920	$78,848	$88,704	$98,560	$102,502	$106,445	$114,330	$122,214	$130,099	1.6%	3.10%	$234,592
	Low	$43,120	$46,200	$49,280	$55,440	$61,600	$64,064	$66,528	$71,456	$76,384	$81,312			
	Very Low	$25,872	$27,720	$29,568	$33,264	$36,960	$38,438	$39,917	$42,874	$45,830	$48,787			
Region 4	Median	$76,469	$81,931	$87,393	$98,317	$109,242	$113,611	$117,981	$126,720	$135,460	$144,199			
Mercer, Monmouth and Ocean	Moderate	$61,175	$65,545	$69,915	$78,654	$87,393	$90,889	$94,385	$101,376	$108,368	$115,359	1.6%	0.00%	$205,486
	Low	$38,235	$40,966	$43,697	$49,159	$54,621	$56,806	$58,990	$63,360	$67,730	$72,099			
	Very Low	$22,941	$24,579	$26,218	$29,495	$32,772	$34,083	$35,394	$38,016	$40,638	$43,260			
Region 5	Median	$67,620	$72,450	$77,280	$86,940	$96,600	$100,464	$104,328	$112,056	$119,784	$127,512			
Burlington, Camden and Gloucester	Moderate	$54,096	$57,960	$61,824	$69,552	$77,280	$80,371	$83,462	$89,645	$95,827	$102,010	1.6%	0.00%	$179,028
	Low	$33,810	$36,225	$38,640	$43,470	$48,300	$50,232	$52,164	$56,028	$59,892	$63,756			
	Very Low	$20,286	$21,735	$23,184	$26,082	$28,980	$30,139	$31,298	$33,617	$35,935	$38,254			
Region 6	Median	$57,458	$61,562	$65,666	$73,874	$82,083	$85,366	$88,649	$95,216	$101,782	$108,349			
Atlantic, Cape May, Cumberland, and Salem	Moderate	$45,966	$49,250	$52,533	$59,100	$65,666	$68,293	$70,919	$76,173	$81,426	$86,679	1.6%	0.00%	$153,730
	Low	$28,729	$30,781	$32,833	$36,937	$41,041	$42,683	$44,325	$47,608	$50,891	$54,175			
	Very Low	$17,237	$18,469	$19,700	$22,162	$24,625	$25,610	$26,595	$28,565	$30,535	$32,505			

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018, 2019 or 2020 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2021 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Note: Since the Regional Income Limits for Regions 4, 5, and 6 in 2020 were higher than the 2021 calculations, the 2020 income limits will remain in force for 2021 (as previously required by N.J.A.C. 5:97-9.2(c)).

PROPERTY / DEVELOPMENT NAME: _____

PROPERTY ADDRESS: _____ EXHIBIT C

NAME OF APPLICANT: _____

AFFORDABLE HOUSING APPLICATION

Read this application carefully and return it with the required documentation. We reserve the right to disqualify applicants who do not submit ALL of the documentation requested in this application packet. Please complete, sign and return this application AND the required documentation to: Piazza & Associates, Inc., 216 Rockingham Row, Princeton, NJ 08540.

Federal law prohibits discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status. State law prohibits discrimination on the basis of race, creed, color, national origin, ancestry, nationality, marital or domestic partnership or civil union status, familial status, sex, gender identity or expression, affectional or sexual orientation, disability, source of lawful income or source of lawful rent payment (including Section 8). The affordable housing must be the intended primary residence of the applicant. All household members who intend to reside at the affordable home must be listed in the application. If changes in household composition occur during the application process, the applicant is required to notify Piazza & Associates, Inc. immediately. Applications may be withdrawn if the household compostion or srouces of income changes after the submission of this application. Applications must be truthful, complete and accurate. Any false statement makes the application null and void, and subjects the applicant to penalties imposed by law. **Income Verification:** The affordable homes are provided as a service to low- and moderate- income households. Occupancy is regulated by certain municipal and state statutes that require us to verify the income of every applicant. Your cooperation is appreciated.

Identification. Please include a photocopy of identification for every person who will reside in the affordable home. Typically, a birth certificate, drivers license or passport will be sufficient. **Verification of Income**. Every applicant must submit a copy of each of the most recent three (3) years of signed state and federal tax returns (1040). Please include all accompanying documents such as W2 form(s), 1099's etc. If the applicant has not filed a return in any of the three (3) previous years, he / she must submit a notarized letter of explanation. Every applicant must submit the six (6) most recent statements from every Checking account and three (3) statements from every other bank and financial account (including, Savings, CD's, Money Market Accounts, etc.) to which the applicant is a depositor or signatory. **All sources of income must be verified.** Acceptable forms of verification include... **Salary**: Four (4) most recent pay statement (stubs). **Social Security:** A letter from the Social Security Administration. **Public Assistance:** A letter from the appropriate agency which details the amount and frequency of the benefit. **Alimony and Child Support:** The separation or divorce agreement which details the amount and frequency of child support or alimony received by the applicant. **Pension Plan, IRA, Annuity** and/or other retirement account, plan or service under which the applicant receives an income or financial distribution: The most recent statement for each which clearly indicates the amount and frequency of the distribution. In lieu of a statement, a letter of verification from the appropriate authority will be considered. **Savings Bonds:** A copy of all bonds held by the applicant(s). **Stocks, Bonds, Treasury Bills and Notes or other financial instruments** which are owned in whole or in part by the applicant: The most recent statement which verifies the value of the assets and current dividends (if any). If these are not available, a notarized letter from a Certified Public Accountant or attorney who has access to these records will be considered. **Real Estate:** If the real estate is the current residence of the applicant, and if the applicant intends to sell the real estate, submit one of the following: a certified appraisal, a contract with a real estate broker which sets forth the price of the property, or a signed contract for the sale of the property. If there is a mortgage, a statement from the mortgage company or bank which clearly indicates the principal balance of the mortgage(s) must be submitted. If other real estate is owned, in whole or in part by the applicant, and that parcel or parcels of real estate generate(s) income, verification of income must be supplied. In addition, verification of mortgage payments, property taxes and insurance should be submitted. **Business Income:** Equals the sum of gross revenue less expenses (prior to taxes). Important: Answer all questions. Please answer "none" in the sections which ask for information about income that you do not have. Enter "n/a" if a question does not apply to you. If you have any questions, or are in need of further information, please call us: (609) 786-1100, or contact us by e-mail at Info@ HousingQuest.com.

Application services provided by Piazza & Associates, Inc., an affordable housing services corporation. This is an Equal Housing Opportunity. All housing is subject to applicable affordable housing regulations and availability. The terms and conditions of this affordable housing opportunity are subject to change without notice. We can not guarantee that an affordable home will be available to you. All homes meet certain criteria for "affordable housing," but the sales prices and rental rates are ***not*** adjusted to meet any specific household income or financial situation. Therefore, we can not and do not represent that these homes will be affordable to any individual applicant.

DO NOT FAX. *WE CAN NOT ACCEPT A FACSIMILE OF YOUR FINAL APPLICATION!* ***DO NOT FAX.***

PLEASE CALL US IF YOU NEED CLARIFICATION OR FURTHER INSTRUCTIONS: (609) 786-1100.

A. Head of Household Information (Please verify the information below and make corrections if necessary.)

1. Last Name: _____
2. First Name: _____
3. Home Address: _____
4. City/State/ Zip: _____
5. Soc. Sec. No: _____
6. Home Phone: _____
7. Work Phone: _____
8. County: _____
9: Email:

B. Household Composition (Every person who will occupy the affordable home must be listed.)

Name (First and Last)	Relation To	Date of Birth	Sex	Social Security Number
#1				
#2				
#3				
#4				
#5				
#6				

C. Current Situation

1. Do you currently: ___ Rent ___ Own ___Other
2. How long at the address above? _____ Years
3. What was your previous address?

_____

City: _____

State: ____ Zip Code: _____

4. What is your monthly rent or mortgage payment?

$_____

5. If you currently own your home, what is the value of this home?

$_____

6. What is the Principal Balance of your mortgage?

$_____

D. References

If you rent, please check "Landlord" and list the name and address of your landlord below. **If you own** your home, please check "Mortgage Co." and list the name and address of the mortgage company and account number below.

1. Name of ___Landlord or ___Mortgage Co.: _____
2. Address: _____
3. City, State and Zip Code: _____
4. Telephone Number: _____ 5. Mortgage Account No.: _____

If you own your home, please attach documentation verifying the value of the home and mortgage principal amount.

E. Salary **(Please list GROSS salary for every person over 18 years of age who will reside at the affordable home. Attach the 4 most recent pay statements (stubs) to this application. Please include overtime in calculation.)**

Name (First and Last) Repeat Employee's Name if applicant has more than one employer. Use additional pages for additional jobs.	**Occupation**	**Gross Salary per Pay Period**	**Pay Period** (Bi-Weekly, Weekly, etc.)	**Annual Gross Salary**
Name of Employee: Name of Employer: Immediate Supervisor: Address: Telephone:		$		$
Name of Employee: Name of Employer: Immediate Supervisor: Address: Telephone:		$		$
Name of Employee: Name of Employer: Immediate Supervisor: Address: Telephone:		$		$

F. Benefits Income: **Social Security, Pension, Disability, Welfare, Public Assist., IRA's, Annuities, Child Support, Alimony, Retirement, etc. (Include all sources which currently provide direct income. Provide documentation.)**

Type of Income (From List Above)	**Source** (Specify name of Bank, Fund, Agency, etc.)	**Client / Account Number**	**Gross Monthly Benefit**	**Gross Annual Benefit**
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

G. Assets: Financial Institutions (Checking Account, Savings Accounts, Certificates of Deposit, Money Market Funds, Mutual Funds or other assets held by financial institutions. Provide documentation. Refer to Instructions.)

Type of Asset or Account	Financial Institution	Account Number	Current Market Value of Asset	Interest Rate	Annual Income
			$	%	$
			$	%	$
			$	%	$
			$	%	$
			$	%	$
			$	%	$
			$	%	$

H. Assets: Directly Held (Stocks, Bonds, Income-Producing Real Estate, Business or other directly held assets. Provide documentation. To determine the Annual Income from Real Estate or Business, refer to the Instructions.)

Type of Asset	Name of Asset	Number of Shares	Current Market Value	Annual Income
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

I. Marital Status: ___Married; ___Single; ___Divorced; ___Widowed; ___Legally Separated

J. Additional Information (Please include any information which will assist us in serving you such as special needs, accessibility requirements, etc.) _____

Applicant's Certification and Authorization: The undersigned hereby states that all the information provided in connection with this Affordable Housing Application is true and complete. I/We am/are aware that, if any statements made by me/us are willingly false, the application is null and void, and I/we may be subject to penalties imposed by law. Piazza & Associates, Inc. or its agents are hereby authorized to contact references to verify the information provided in these applications, and to make other inquiries regarding income, assets, credit status, employment, and residency history for the purpose of determining my/our eligibility for this affordable housing program. Further, I/we understand that there is no obligation at this time on my/our part to enter into a sales or rental agreement if the application is approved. **Void if not signed by all Applicants 18 years of age and over.**

Signed: _____ Signed: _____

APPLICANT QUESTIONNAIRE & DOCUMENT CHECKLIST

This questionnaire must be filled out and signed by all applicants over the age of 17.

EXHIBIT D

Applicant/Tenant Name: _____

Applicant/Tenant: Please check "yes" or "no" for each line

IMPORTANT
If you answer yes, you must submit a COPY of all of the required documents!

Yes	No	*Check "Yes" if the answer applies to one or more applicants.*	(√)	*Place check mark if enclosed!*
____	____	I am entitled to file a tax return.....	____	3 most recent federal & state tax returns
		To request tax transcripts call IRS- (800)-829-1040	____	... with all attachments (w-2 forms, etc.)
____	____	I am currently a student (check one) FT_____ PT_____	____	Current transcript or letter from school
____	____	I am presently employed and receive wages/tips/commissions..	____	4 most recent pay statements...
____	____	I am presently employed at more than one job (NOT self employed)		...for every job held by everyone over 17.
____	____	I receive tips (federal minimum calculation may be applied)	____	payroll verification or self-affidavit
____	____	I am self employed.....	____	Schedule "C" and tax returns
____	____	I own a business.....	____	Current Profit and Loss statements
____	____	I currently am on leave of absence from work.....	____	Letter from employer to verify status
____	____	I currently receive unemployment benefits.....	____	6 most recent statements from agency
____	____	I have a savings account.....	____	3 most recent statements from each acct
____	____	I have a checking account.....	____	6 most recent statements from each acct
____	____	I have a money market account.....	____	3 most recent statements from each acct
____	____	I own a certificate of deposit (CD).....	____	3 most recent statements from each acct
____	____	I own stocks/bonds. (NOT held in a retirement plan).....	____	3 most recent statements from each acct
____	____	I own real estate or I am in the process of selling real estate.....	____	Market value and mortgage statements
____	____	I have sold or gifted property or other assets in the past 2 years	____	What was sold, the value and sale price
____	____	I have an IRA. (NOT yet receiving income).....	____	3 most recent statements from each acct
____	____	I have a pension plan at work (NOT yet receiving income).....	____	3 most recent statements from each acct
____	____	I receive Social Security Income.....	____	Most recent benefit letter from SS Admin
____	____	I receive income from a pension/annuity/retirement fund.....	____	3 most recent statements from each acct
____	____	I receive money periodically from my family, church, friends, etc.	____	Letter detailing the amount & frequency
____	____	I am entitled to receive child support.....	____	3 most recent statements from any source
____	____	**I am currently paying child support.....**	____	Proof of last 6 payments
____	____	I am entitled to receive alimony.....	____	3 most recent statements from source
____	____	**I am currently paying alimony.....**	____	Proof of last 6 payments
____	____	I receive AFDC/TANF.....	____	Most recent benefits letter
____	____	I receive assistance from a Public Housing Authority.....	____	Most recent benefits letter
____	____	I receive Supplemental Social Security (SSI).....	____	Most recent benefits letter
____	____	I receive Workman's Compensation.....	____	3 most recent statements from source
____	____	I have a Trust Fund.....	____	3 most recent statements from source
____	____	***Valid form of ID for every household member is required!***	____	birth cert., driver's license or passport

Signature	Date:	Signature	Date:
Signature	Date:	Signature	Date:

EXHIBIT E

Process for Selling an Affordable Home

Our organization coordinates certain aspects of the sales process for affordable homes on behalf of your municipality. We are not real estate agents, however, and recommend that Sellers use a qualified real estate professional. Information regarding real estate agents who have expressed interest in providing such services can be found on our web site: www.HousingQuest.com, under "News and Information." The process is outlined below.

1. The Seller submits a Preliminary Notice with a copy of their recorded deed in order to determine the maximum resale price.
2. We will respond to the Seller in writing, explaining some of the details of the process and informing the Seller of the Maximum Sales Price (based on the change in median income as set forth by the New Jersey Dept. of Community Affairs) as well as the Maximum Income allowed for potential purchasers, as adjusted for family size. A form, entitled, "Notice of Intent to Sell", is attached.
3. We will also send a "Notice of Availability" to households on our waiting list for an affordable home of the same size and income category. We will include about 20 copies of Preliminary Applications, specifically marked with the address of the affordable home at the top, to the Seller. The Notice will ask interested households to contact the Seller or their agent, directly, to make an appointment to see the affordable home within a two-week time frame. The Seller may want to prepare a flyer for us to distribute with our notice of availability. We reserve the right to limit the number of notices that are mailed, based on the chronological order in which the prequalified applications were received. If the notices are limited in this way, applicants receiving notices will have a priority over those who do not.
4. With permission of the Seller, we automatically place a notification of the availability on NJHRC.gov. The Seller or their agent may also want to advertise. Ads should include the "Equal Housing Opportunity" logo and should be sent to our office for review prior to distribution.
5. The Seller or their agent, upon showing the home, provides potential buyers with a copy of the Preliminary Application (which may be duplicated if necessary). All interested parties must receive a specially marked Preliminary Application, whether or not they have already submitted an application to our office or are on our waiting list. Also, the Seller or their agent must keep a record of the name, address and telephone number of everyone who viewed the home.
6. At the end of the two-week time period, our office collects all of the Preliminary Applications submitted for a particular home. They are prioritized on the basis of a blind selection process or lottery. Preference may be given to households that can utilize all of the bedrooms, as well as handicap accommodations, when applicable.
7. The first two applicants on the prioritized list are sent a letter which requires them to complete a final application within fourteen days.

8. When an applicant is approved, the Seller may begin to negotiate a contract with the potential Buyer at this time, but there must be a contingency clause in the contract which voids the contract, without penalty to the buyer, if the potential buyer is not able to obtain financing within 30 days.
9. The remaining applicants are maintained on the waiting list for this home or other homes in the same size and income categories. In the event that the potential buyer is not able and/or willing to purchase the affordable home, the next applicant on the prioritized list is notified pursuant to the process described above.
10. The Seller must sell the affordable home with the same or comparable appliances and amenities that were in the home when it was first sold as an affordable home.
11. The Seller may NOT charge more than the Maximum Selling Price for any reason, except the addition of a room, the installation of central air conditioning (where there was none before) or comparable upgrade, but ONLY with prior written approval from us. For the most part, condominiums in this program are NOT eligible for such upgrades and/or adjustments to the selling price. The cost of broker fees; municipal inspections and required repairs that may be necessary to receive a Certificate of Occupancy; new appliances, carpeting or other flooring upgrades; and decorating and remodeling projects are NOT eligible costs for an increase in the Maximum Sales Price.
12. A copy of the Sales Contract must be submitted to our office prior to closing.
13. During the final stages of the process, it will be necessary for the Buyer to make arrangement for the Affordable Housing Agreement and Mortgage Note to be satisfied with respect to the Seller and new documents filed with respect to the Buyer. Our office typically provides the Buyer's attorney with the name and phone number of the attorney who can address these issues.
14. A copy of the TILA-RESPA Integrated Disclosure Closing Statement must be submitted to our office after the sale of the home.
15. Note: We do not guarantee that the Buyer can sell an affordable home for the Maximum Sales Price. An affordable home is also susceptible to market conditions, and the Fair Market Value of an affordable home may be lower than the Maximum Selling Price. In this case, the Seller may not be able to sell the home for more than its Fair Market Value
16. This outline is meant to describe the process utilized prior to the expiration of the deed restrictions. It is not meant to be a legal representation of the rights or responsibilities of any party, nor is it meant to modify the Affordable Housing Agreement, Mortgage Note or other Deed Restrictions. Buyers and Sellers are encouraged to seek legal counsel for specific questions in this regard.
17. Our office is available to both the Seller and the Buyer throughout the process to answer any questions that they may have.

Appendix Y | Resolution 26-095, 2026 Spending Plan

Resolution

Resolution No. 26-095 By: Councilman Wolsky

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST CALDWELL APPROVING A FOURTH ROUND AFFORDABLE HOUSING TRUST FUND SPENDING PLAN AND REQUESTING PROGRAM AND COURT APPROVAL OF THE SPENDING PLAN

For the Meeting of March 3 in the Year of 2025

A RESOLUTION OF THE TOWNSHIP OF
WEST CALDWELL, ESSEX COUNTY, NEW JERSEY

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA") which governs how municipalities will comply with their affordable housing obligations for the Fourth Round (2025-2035); and

WHEREAS, the Administrative Office of the Courts issued Directive #14-24 ("AOC Directive #14-24), governing how municipalities file their compliance documents with the Affordable Housing Dispute Resolution Program ("the Program"); and

WHEREAS, the Amended FHA, AOC Directive #14-24, and applicable regulations, inclusive of the recently adopted N.J.A.C. 5:99, require a spending plan which projects anticipated revenues to the Township's Affordable Housing Trust Fund and describes the anticipated expenditures of funds; and

WHEREAS, the Township seeks to adopt this spending plan to account for the updated requirements pursuant to N.J.A.C. 5:99; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of West Caldwell, County of Essex, State of New Jersey, as follows:

1. The Township Council of the Township of West Caldwell hereby approves the Fourth Round Spending Plan that is attached hereto as Exhibit A, and requests that the Program and the Court review and approve the Township's Fourth Round Spending Plan.

2. This Resolution shall take effect immediately upon adoption, according to law.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on the date of March 3, 2026, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on March 4, 2026, I hereby **approve** the same.

Joseph Tempesta Jr.

Mayor

EMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
KATHY L. CANALE	X			
JOSEPH CECERE	X			
STEPHEN WOLSKY	X			
MICHAEL DOCTEROFF	X			
MICHAEL CRUDELE	X			
ROBERT SCHOTT				X
MAYOR TEMPESTA (IF TIE)				

TOWNSHIP OF WEST CALDWELL
2026 AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

February 4, 2026

Council Approval: March 3, 2026

1) INTRODUCTION

The Township of West Caldwell has prepared a Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (NJSA 40:55D-1 et seq.), the Amended Fair Housing Act (NJSA 52:27D-301), and the applicable affordable housing regulations (NJAC 5:91-1 et seq., NJAC 5:93-1 et seq., NJAC 5:97 et seq., and NJAC 5:99 et seq.). On December 18, 2001 via Resolution #1462 the Township Council adopted a development fee ordinance, which was subsequently approved by the Essex County Superior Court. On October 17, 2012 via Resolution #9048 the Township Council requested permission for the dedication by rider for the Affordable Housing Trust Fund. On October 24, 2012, the State of New Jersey Department of Community Affairs Division of Local Government Services Bureau of Financial Regulation and Assistance approved the dedication by rider.[1] The ordinance establishes the Township of West Caldwell's affordable housing trust fund for which this spending plan is prepared.

2) REVENUES FOR CERTIFICATION PERIOD

As of April 30, 2025, the Township of West Caldwell has collected $1,410,424.79 and expended $330,020.00, resulting in a balance of $1,080,404.79. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Valley National Bank for the purposes of affordable housing. These funds shall be spent in accordance with NJAC 5:99-2.3, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of the fourth round (2025-2035), the Township of West Caldwell considered the following:

(a) Development fees:

1. Residential and non-residential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;

[1] Dates sourced from Court-approved 2021 Affordable Housing Trust Fund Spending Plan.

2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and

3. Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL):

Actual and committed payments in lieu (PIL) of construction from developers as follows:

- No funds are anticipated at this time.

(c) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income and proceeds from the sale of affordable units.

- No funds are anticipated at this time.

(d) Projected interest:

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

- The Township projects collecting $69,374.35 between 2025 and 2035.

The Township of West Caldwell projects a total of $580,124.35 in revenue to be collected between 2025 and 2035. This projected amount, when added to the Township's trust fund balance as of April 30, 2025, results in an anticipated total revenue of $1,660,529.14 available to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing. See the table on the following page for a projection of the anticipated revenues.

PROJECTED REVENUES - AFFORDABLE HOUSING TRUST FUND												
Source of Funds	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
(a) Development fees:												
Approved Residential Development		$6,750										$6,750
Approved Non-residential Development		$300,000	$150,000									$450,000
Residential Development Pending Approval												$0
Projected Residential Development		$6,750		$13,500	$6,750		$6,750	$6,750	$6,750		$6,750	$54,000
(b) Payments in Lieu of Construction												$0
(c) Other Funds												$0
(d) Interest	$47,106	$13,669	$6,540	$589	$294	$0	$294	$294	$294	$0	$294	$69,374.35
Total	$47,106	$327,169	$156,540	$14,089	$7,044	$0	$7,044	$7,044	$7,044	$0	$7,044	$580,124.35

*For purposes of projecting revenues, we have utilized historic residential Certification of Occupancy data and projected forward. Projections assume the estimated value of a new home is $450,000. (This value was provided by the Tax Assessor's Office and is the average home value within the Township.) The value is then multiplied by 1.5%.

3) ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of West Caldwell:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Township of West Caldwell's development fee ordinance for both residential and non-residential developments in accordance with NJAC 5:99, the Amended Fair Housing Act, and the Municipal Land Use Law.

(b) Distribution of development fee revenues:

The Administration forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution. The release of the funds requires the adoption of the governing body resolution in accordance with the Court- and/or Program-approved spending plan. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

4) DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation and new construction programs and projects.

The Township of West Caldwell will dedicate a maximum of $40,000 for hard costs (renovation work) to rehabilitate two units.

Rehabilitation program: Maximum of $40,000

New construction project(s): $0

(b) Affordability Assistance (NJAC 5:99-2.5(a)).

Municipalities are required to "set aside a portion of all development fees collected and interest earned for the purpose of providing affordability assistance to very-low, low-, and moderate-income households in affordable units included in the municipality's fair share plan". The regulations do not specify a certain percentage that must be attained, but for purposes of this document, a goal of 20% has been set. The actual affordability assistance expenditures are calculated on an ongoing basis in the online Affordable Housing Monitoring System platform.

According to the chart on the following page, the Township of West Caldwell has set a goal of 20% of all fees and interest earned to be reserved for affordability assistance. This goal translates to $347,105.76. Through April 30, 2025 the Township has spent $300,000 on affordability assistance. West Caldwell proposes the following affordability assistance programs:

- **Very-Low-Income Supportive/Special Needs Units.** West Caldwell is seeking a vacant land adjustment as part of its Fourth Round housing compliance. However, the Township owns land that it seeks to develop with a supportive/special needs home. West Caldwell has worked with the Arc of Essex in the past and seeks to utilize Township-owned land to create another 4-to-6-bedroom alternative living arrangement. To aid in the cost of construction of said home, the Township will reserve $300,000 of the Affordable Housing Trust Fund to assist the ultimate operator of the facility. Additionally, the Township is earmarking a second $300,000 if another entity seeks to create a supportive/special needs home elsewhere in the community. If this second home does not occur, the Township reserves the right to shift the funds to the mechanism outlined below. It is anticipated that the program would be structured to provide funding per facility in exchange for a deed restricted home. These units would be very-low-income units. The amounts earmarked for this program are dependent on the amount of development fees ultimately collected over the next decade.

- **Purchase of Land/Units and Other Affordable Opportunities.** West Caldwell is a land-constrained community. As such, the Township wishes to reserve funding to purchase land for affordable housing, buy units for conversion to affordable housing, and partner with entities on any other affordable housing opportunities that may arise over the next ten years. These other opportunities may include, but not be limited to, assist a site in providing more than a 20% set-aside or renovating an existing structure to provide a set-aside of 50% or greater, creating senior or veteran affordable housing, etc. A maximum of $622,529.14 will be available for this mechanism, which is dependent on development fees collected.

AFFORDABILITY ASSISTANCE CALCULATION			
Actual development fees through 4.30.2025		$	1,000,130.25
Actual interest earned through 4.30.2025	+	$	155,274.19
Development fees projected 5.1.2025-2035	+	$	510,750.00
Interest projected 5.1.2025-2035	+	$	69,374.35
Total	=	$	1,735,528.79
Calculate 20 percent	x .20 =	$	347,105.76
Less Affordability assistance expenditures through 4.30.2025	-	$	300,000.00
Projected Minimum Affordability Assistance Requirement 5.1.2025-2035	=	$	47,105.76

(c) Administrative Expenses (NJAC 5:99-2.4(a)).

Municipalities are permitted to use affordable housing trust fund revenue for related administrative costs up to a 20% limitation, exclusive of funds collected to fund an RCA. The actual administrative expense maximum is calculated on an ongoing basis in the online Affordable Housing Monitoring System platform based on actual revenues.

The Township of West Caldwell projects that $398,109.83 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20% cap, include, but are not limited to:

- Township and Affordable Attorney, Engineer and Planner fees related to attaining affordable housing compliance as well as consulting fees related to the administration and implementation of the Township's affordable housing program(s).
- Salaries and benefits for municipal employees for administration and implementation of the housing plan and program(s).
- Fees for administering the Rehabilitation Program and for the Administrative Agent.
- Municipal Housing Liaison and Administrative Agent training and on-going continuing education.

ADMINISTRATIVE EXPENSE CALCULATION			
Actual dev fees and interest thru 4.30.2025		$	1,155,404.44
Projected dev fees and interest 5.1.2025-2035	+	$	580,124.35
Payments-in-lieu of construction and other deposits thru 4.30.2025	+	$	255,020.35
Projected payments-in-lieu of construction and other deposits 5.1.2025-2035	+	$	-
Total	=	$	1,990,549.14
Calculate 20 percent	x .20 =	$	398,109.83
Less admin expenditures thru 4.30.2025	-	$	-
Projected Maximum available for administrative expenses 5.1.2025-2035	=	$	398,109.83

5) EXPENDITURE SCHEDULE

The Township of West Caldwell intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units. It should be noted that the amount spent in a given year for any line item may, in reality, span multiple years. The chart below provides an estimated timeline for expenditure and does not restrict the Township from spending the money sooner or later in the Fourth Round period, nor does it prohibit the Township from spending more or less money in one year assuming the funds are in place to make said expenditure.

Projects/Programs	Number of Units Projected	Projected Expenditure Schedule 2025-2035											
		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Twp Rehab Program	2		$20,000						$20,000				$40,000
Affordability Assistance													
Purchase of Land/Units or Other Affordable Opportunities	TBD					$500,000				$122,529			$622,529
VLI Supportive/ Special Needs Units	1 - 2		$300,000					$300,000					$600,000
Administration		$75,000	$45,000	$28,000	$28,000	$28,000	$28,000	$28,000	$28,000	$30,000	$30,000	$50,000	$398,000
Total		$75,000	$365,000	$28,000	$28,000	$528,000	$28,000	$328,000	$48,000	$152,529	$30,000	$50,000	$1,660,529.14

6) EXCESS OR SHORTFALL OF FUNDS

The Township currently has sufficient funds to cover the hard costs (renovation work) of the Rehabilitation Program and the group home on Township-owned property. Any administrative costs above and beyond those that cannot be covered by the trust fund will be sourced from the general fund.

In the event more funds than anticipated are collected, or projected funds exceed the amount necessary to implement the Fair Share Plan, the Township will use those excess funds towards rehabilitation, affordability assistance, or other future affordable housing opportunities.

7) SUMMARY

The Township of West Caldwell intends to spend affordable housing trust fund revenues pursuant to NJAC 5:99-2.3 and consistent with the housing programs outlined in the Fourth Round Housing Plan Element and Fair Share Plan.

The Township of West Caldwell has a balance of $1,080,404.79 as of April 30, 2025 and anticipates an additional $580,124.35 in revenues through 2035 for a total of $1,660,529.14. The Township shall make good-faith efforts to expend trust fund monies in accordance with this Spending Plan as opportunities arise, recognizing that timing, market conditions, and availability of suitable projects may affect the pace of expenditures. This Spending Plan demonstrates the Township's **commitment to expend** $1,660,529.14 through December 31, 2035, including a commitment to expend with respect to the following:

- Commitment to expend a maximum of $40,000.00 towards the hard costs of a Rehabilitation Program;
- Commitment to expend up to $1,222,529.14 towards affordability assistance; and
- Commitment to expend up to $398,000.00 towards administrative costs.

The table below provides a summary of the affordable housing trust fund spending plan.

SPENDING PLAN SUMMARY		
Balance as of April 30, 2025		$1,080,404.79
Projected Revenue 5.1.2025-2035		
Development fees	+	$510,750.00
Payments in lieu of construction	+	$0.00
Other funds	+	$0.00
Interest	+	$69,374.35
TOTAL REVENUE	=	$1,660,529.14
Projected Expenditures 5.1.2025-2035		
Funds used for Rehabilitation	-	$40,000.00
Affordability Assistance	-	$1,222,529.14
Administration	-	$398,000.00
Total Projected Expenditures	=	$1,660,529.14
Remaining Balance	=	($0.00)

Appendix Z | Resolution 26-071 Intent to Bond

Resolution

Resolution No. 26-071 By: Councilman Wolsky

RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WEST CALDWELL OF INTENT TO BOND IN THE EVENT THAT THERE IS A SHORTFALL IN FUNDING TO EFFECTUATE CERTAIN AFFORDABLE HOUSING MECHANISMS IN ITS HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Township of West Caldwell desires to create a realistic opportunity for the creation of affordable housing within the Township; and

WHEREAS, the Township voluntarily brought a timely declaratory judgment action pursuant to the procedures set forth by Administrative Directive #14-24 seeking approval of a Housing Element and Fair Share Plan that satisfies the Township's obligation to provide for its fair share of the regional need of low- and moderate-income housing; and

WHEREAS, the West Caldwell Planning Board has adopted a Housing Element and Fair Share Plan for the Fourth Round pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., which addresses the requirements of NJAC 5:93-1, et seq., as amended and supplemented, NJAC 5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act; and

WHEREAS, the Housing Element and Fair Share Plan provides for a municipally-sponsored Rehabilitation Program and a new alternative living arrangement (group home); and

WHEREAS, the Township has adopted a Development Fee Ordinance in order to generate revenue for the Township's Affordable Housing Trust Fund; and

WHEREAS, the Township of West Caldwell anticipates that monies collected and deposited in the Affordable Housing Trust Fund, along with other permitted funding sources, will be sufficient to effectuate the above-referenced mechanisms; and

WHEREAS, the Township of West Caldwell is committed to securing approval of its Housing Element and Fair Share Plan; and

WHEREAS, the Township of West Caldwell acknowledges the affordable housing rules and regulations that provide that, although utilization of a mandatory development fee ordinance is an appropriate mechanism to raise money for the purpose of off-setting the expenses incurred in connection with the Housing Element and Fair Share Plan, there must be an alternative funding source in the event that insufficient monies are derived from the mandatory development fee ordinance or other resources, or the funds are not received in a timely fashion, for the purpose of effectuating the municipally-sponsored Rehabilitation Program and a new alternative living arrangement (group home); and

WHEREAS, the Township of West Caldwell wishes to express its commitment to cover such funding shortfalls and to fully implement the mechanisms set forth in its Housing Element and Fair Share Plan through bonding or other lawful means.

NOW, THEREFORE, BE IT RESOLVED on this 3rd day of February 2026, by the Council of the Township of West Caldwell, Essex County, State of New Jersey, that it does hereby confirm its intent that in the event that the projected funding from the mandatory development fee ordinance the Township has adopted is insufficient to complete the aforementioned affordable housing mechanisms, it is the intention of the Council of the Township of West Caldwell to adopt appropriate bond ordinances in order to provide the requisite funding in an appropriate time frame.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held February 3, 2026, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on February 4, 2026, I hereby **approve** the same.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
KATHY L. CANALE	X			
JOSEPH CECERE	X			
STEPHEN WOLSKY	X			
MICHAEL DOCTEROFF	X			
MICHAEL CRUDELE	X			
ROBERT SCHOTT	X			
MAYOR TEMPESTA (IF TIE)				

Appendix AA | Municipal Housing Liaison Resolution

Resolution

Resolution No. 25-026 By: Councilman Wolsky

RESOLUTION AUTHORIZING THE ANNUAL APPOINTMENT OF DEBORAH GILL AS MUNICIPAL HOUSING LIASION FOR THE TOWNSHIP OF WEST CALDWELL FOR THE YEAR 2025

For the Meeting of January 4 in the year of 2025

A RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WEST CALDWELL, ESSEX COUNTY, NEW JERSEY

WHEREAS, the Township of West Caldwell is required to have a municipal housing liaison pursuant to Chapter 23-1.3; and

WHEREAS, Deborah Gill is willing to serve as the municipal housing liaison.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Caldwell, in the County of Essex, as follows:

1. Deborah Gill is appointed as Municipal Housing Liaison, effective January 1, 2025 at a salary of $3,605.00.

2. All Township officials are hereby authorized and directed to take any and all action necessary and appropriate to effectuate the terms of this Resolution.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on January 4, 2025, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on January 6, 2025, I hereby **approve** the same.

Joseph Tempesta Jr.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
STEPHEN WOLSKY	X			
JOSEPH CECERE	X			
MICHAEL DOCTEROFF	X			
KATHY L. CANALE	X			
MICHAEL CRUDELE	X			
ROBERT SCHOTT	X			
MAYOR TEMPESTA (IF TIE)				

Appendix BB | Administrative Agent Resolution

Resolution

Resolution No. 25-115 By: Councilman Wolsky

RESOLUTION REAPPOINTING FRANK PIAZZA AS THE TOWNSHIP OF WEST CALDWELL'S ADMINISTRATIVE AGENT

For the Meeting of April 1 in the Year of 2025

A RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WEST CALDWELL, ESSEX COUNTY, NEW JERSEY

WHEREAS, the Township of West Caldwell's Housing Element and Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.), applicable Council on Affordable Housing ("COAH") regulations and Uniform Housing Affordability Controls ("UHAC") regulations; and

WHEREAS, the Township of West Caldwell ("the Township") is required to appoint an Administrative Agent to administer the Township's affordable housing program and to help enforce the requirements of applicable COAH and UHAC regulations, the Township's affordable housing ordinance and the Settlement Agreement between the Township and Fair Share Housing Center ("FSHC"); and

WHEREAS, the Township previously appointed Frank Piazza of Piazza & Associates, 216 Rockingham Row, Princeton, NJ 08540, as its Administrative Agent; and

WHEREAS, Frank Piazza's services as Administrative Agent will continue during and throughout the year 2025; and

WHEREAS a copy of Frank Piazza's proposal to serve as Administrative Agent is attached hereto as Exhibit A.

NOW THEREFORE BE IT RESOLVED, by the Council of the Township of West Caldwell, in the County of Essex and the State of New Jersey, that Frank Piazza is hereby reappointed to serve as the Township's Administrative Agent to administer the Township's affordable housing program.

It is hereby certified by the Township Clerk that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey, being held on the date of April 1, 2025, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on April 2, 2025, I hereby **approve** the same.

Joseph Tempesta Jr.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
STEPHEN WOLSKY	X			
JOSEPH CECERE	X			
MICHAEL DOCTEROFF	X			
KATHY L. CANALE	X			
MICHAEL CRUDELE	X			
ROBERT SCHOTT	X			
MAYOR TEMPESTA (IF TIE)				

Appendix CC | Planning Board Resolution Approving 2025 HEFSP

RESOLUTION OF THE PLANNING BOARD OF THE TOWNSHIP OF WEST CALDWELL ADOPTING A FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Township of West Caldwell (hereinafter the "Township" or "West Caldwell") has a demonstrated history of voluntary compliance as evidenced by its Third Round record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 7, 2015, the Township of West Caldwell filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Third Round Housing Element and Fair Share Plan, to be amended as necessary, satisfied its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, that culminated in a Court-approved Third Round Housing Element and Fair Share Plan and a Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder's remedy lawsuits, until July 1, 2025; and

WHEREAS, the Township continues to actively implement its Court-approved Third Round Housing Element and Fair Share Plan; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA"); and

WHEREAS, the Township adopted a resolution on January 21, 2025 committing to a present need obligation of 4 and Round 4 prospective need obligation of 242 and thereafter filing a declaratory judgment action within 48 hours of the adoption of the Resolution; and

WHEREAS, in accordance with the Amended FHA and the Administrative Office of the Court's Directive No. 14-24, the Township filed a timely Fourth Round Declaratory Judgment complaint ("DJ Complaint") with the Affordable Housing Dispute Resolution Program ("the Program"), along with its binding resolution, on January 23, 2025; and

WHEREAS, the filing of the DJ Complaint gave the Township automatic, continued immunity from all exclusionary zoning lawsuits, including builder's remedy lawsuits, which is still in full force and effect; and

WHEREAS, the Township received objections from the New Jersey Builders Association to its Present and Prospective Need numbers by February 28, 2025; and

WHEREAS, on April 7, 2025, the Township received its Round 4 Present Need obligation of 4 and its Round 4 Prospective Need Obligation of 261.

WHEREAS, now that the Township has its Fourth Round Obligations, the Amended FHA requires the municipality to adopt and endorse a Fourth Round Housing Element and Fair Share Plan by June 30, 2025; and

WHEREAS, in accordance with the Amended FHA, the Township's affordable housing planner drafted a Fourth Round Housing Element and Fair Share Plan; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Fourth Round Housing Element and Fair Share Plan on June 23, 2025; and

WHEREAS, the Planning Board determined that the attached Fourth Round Housing Element and Fair Share Plan is consistent with the goals and objectives of the Township's current Master Plan, and that adoption and implementation of the Fourth Round Housing Element and Fair Share Plan is in the public interest and protects public health and safety and promotes the general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of West Caldwell, County of Essex, State of New Jersey, that the Planning Board hereby adopts the Fourth Round Housing Element and Fair Share Plan attached hereto as **Exhibit A**.

Chairman of the Planning Board

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Planning Board of Township of West Caldwell at a regular meeting held on the June 23, 2025

Deborah Gill, Planning Board Secretary

Appendix DD | Governing Body Resolution Endorsing 2025 HEFSP

Resolution

Resolution No. 25-164 By: Councilman Wolsky

RESOLUTION OF THE TOWNSHIP OF WEST CALDWELL ENDORSING THE HOUSING ELEMENT AND FAIR SHARE PLAN ADOPTED BY THE WEST CALDWELL PLANNING BOARD

For the Meeting of June 24 in the Year of 2025

A RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF WEST CALDWELL, ESSEX COUNTY, NEW JERSEY

WHEREAS, on March 20, 2024, Governor Murphy signed P.L. 2024, c.2 into law, which amended the 1985 New Jersey Fair Housing Act; and

WHEREAS, for ease in reference, this resolution shall refer to the Fair Housing Act as amended as "FHA II"; and

WHEREAS, FHA II established a procedure by which municipalities can secure approval of a Housing Element and Fair Share Plan ("HEFSP") and secure immunity while developing and seeking approval of a Plan; and

WHEREAS, that procedure contemplated that municipalities would adopt a resolution by January 31, 2025 committing to a fair share number and filing a declaratory relief action within 48 hours from adoption of the resolution and then filing a HEFSP by June 30, 2025 with the Affordable Housing Dispute Resolution Program (the "Program") within 48 hours of adoption of the Plan; and

WHEREAS, the Township asked its affordable housing planning consultant, Darlene Green, PP/AICP to prepare an HEFSP to address the Township's affordable housing obligations under FHA II; and

WHEREAS, Ms. Green prepared an HEFSP, and the West Caldwell Planning Board adopted the HEFSP which is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with the procedure established by FHA II, the Township's Affordable Housing Counsel filed the duly adopted HEFSP with the Program within 48 hours from adoption; and

WHEREAS, the Township now wishes to endorse the HEFSP adopted by the West Caldwell Planning Board and seek approval of the HEFSP by the Program and Court.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of West Caldwell, County of Essex, State of New Jersey, as follows:

1. The Township Council hereby endorses the HEFSP previously adopted by the West Caldwell Planning Board and attached hereto.

2. The Township Council hereby directs the Township's Affordable Housing Counsel to (a) file this resolution with the Program, along with any additional documents the professionals deem necessary or desirable; and (b) seek a Compliance Certification from the Program or Vicinage area judge as may be appropriate formally approving the Plan.

3. The Township reserves the right to further amend the HEFSP attached hereto, should that be necessary.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on June 24, 2025, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on June 25, 2025, I hereby **approve** the same.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
STEPHEN WOLSKY	X			
JOSEPH CECERE	X			
MICHAEL DOCTEROFF	X			
KATHY L. CANALE	X			
MICHAEL CRUDELE	X			
ROBERT SCHOTT	X			
MAYOR TEMPESTA (IF TIE)				

Appendix EE | Resolution No. 25-258 Authorizing Execution of Danbro Properties, LLC Mediation Agreement

Resolution

Resolution No. 25-258 By: Councilman Wolsky

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH DANBRO PROPERTIES, LLC IN CONNECTION WITH THE TOWNSHIP'S FOURTH ROUND AFFORDABLE HOUSING OBLIGATIONS

A RESOLUTION OF THE COUNCIL
OF THE TOWNSHIP OF WEST CALDWELL,
ESSEX COUNTY, NEW JERSEY

WHEREAS, the Township of West Caldwell filed a Resolution of Participation in the Affordable Housing Dispute Resolution Program and a Declaratory Judgment Action pursuant to the Fair Housing Act on January 23, 2025; and

WHEREAS, the Court entered an order on April 7, 2025 establishing the Township's Fourth Round affordable housing obligations and directing the Township to file its Housing Element and Fair Share Plan by June 30, 2025; and

WHEREAS, the Township filed its Housing Element and Fair Share Plan on June 25, 2025; and

WHEREAS, Danbro Properties, LLC filed a challenge to the Township's Housing Element and Fair Share Plan on August 29, 2025 pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b); and

WHEREAS, the Township and Danbro Properties, LLC thereafter engaged in discussions through the Affordable Housing Dispute Resolution Program to resolve the issues raised by Danbro Properties, LLC; and

WHEREAS, these discussions have resulted in a proposed agreement between the Township and Danbro Properties, LLC intended to resolve the issues raised in the challenge and to facilitate the Township's progress toward Fourth Round compliance; and

WHEREAS, the Township Council finds that execution of the agreement is in the best interests of the Township and will assist the Township in advancing its obligations under the Fair Housing Act.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of West Caldwell, County of Essex, State of New Jersey, as follows:

1. The Mayor and Township Clerk are hereby authorized and directed to execute, on behalf of the Township, the Agreement between the Township of West Caldwell and Danbro Properties, LLC, subject to de minimis revisions of counsel.
2. The Township's Affordable Housing Counsel is hereby authorized to take any and all steps necessary to effectuate the terms of the Agreement, including preparing and submitting filings, coordinating with the Program, and carrying out the actions required to implement the Agreement.
3. The Township Attorney, Affordable Housing Counsel, Township Planner, Township Administrator, and all other appropriate Township officials are authorized to undertake all additional actions necessary to implement the Agreement and advance the Township's progress toward obtaining compliance certification.
4. This Resolution shall take effect immediately upon adoption according to law.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on December 16, 2025, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on December 17, 2025, I hereby **approve** the same.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
STEPHEN WOLSKY	X			
JOSEPH CECERE	X			
MICHAEL DOCTEROFF	X			
KATHY L. CANALE	X			
MICHAEL CRUDELE	X			
ROBERT SCHOTT	X			
MAYOR TEMPESTA (IF TIE)				

Appendix FF | Resolution No. 25-259 Authorizing Execution of FSHC Mediation Agreement, Signed Mediation Agreement

Resolution

Resolution No. 25-259 By: Councilman Wolsky

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEDIATION AGREEMENT WITH FAIR SHARE HOUSING CENTER IN CONNECTION WITH THE TOWNSHIP'S FOURTH ROUND AFFORDABLE HOUSING OBLIGATIONS

A RESOLUTION OF THE COUNCIL OF
THE TOWNSHIP OF WEST CALDWELL,
ESSEX COUNTY, NEW JERSEY

WHEREAS, the Township of West Caldwell ("Township") filed a Resolution of Participation in the Affordable Housing Dispute Resolution Program ("Program") and a Declaratory Judgment Action pursuant to the Fair Housing Act on January 23, 2025; and

WHEREAS, on April 7, 2025, the Court established the Township's Fourth Round affordable housing obligations and directed the Township to file a Housing Element and Fair Share Plan ("HEFSP") by June 30, 2025; and

WHEREAS, the Township filed its HEFSP on June 25, 2025; and

WHEREAS, the Fair Share Housing Center ("FSHC") filed its challenge on August 30, 2025, pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b); and

WHEREAS, the Township and FSHC have engaged in mediation before the Program to resolve the issues raised in FSHC's challenge and reach an agreement compliant with the Fair Housing Act; and

WHEREAS, these discussions have resulted in a Mediation Agreement (**Exhibit A**) that the Township and FSHC intend to submit to the Program and thereafter to the Mount Laurel judge for review and potential compliance certification; and

WHEREAS, the Mayor and Township Council find that entering into the Mediation Agreement is in the best interests of the Township and will advance the Township's progress toward Fourth Round compliance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of West Caldwell, County of Essex, State of New Jersey, as follows:

1. The Mayor and Township Clerk are hereby authorized and directed to execute, on behalf of the Township, the Mediation Agreement between the Township of West Caldwell and Fair Share Housing Center attached hereto as **Exhibit A**, subject to de minimis changes from counsel.

2. The Township's Affordable Housing Counsel is hereby authorized to take any and all steps necessary to effectuate the terms of the Mediation Agreement, including but not limited to preparing filings, communicating with the Program, participating in subsequent mediation or compliance proceedings, and coordinating implementation with the Township's professionals.

3. The Township Attorney, Affordable Housing Counsel, Planner, Administrator, and all other appropriate Township officials are authorized and directed to undertake any additional actions necessary to implement the Mediation Agreement and advance the Township's efforts toward obtaining compliance certification.

4. This Resolution shall take effect immediately upon adoption according to law.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on December 16, 2025, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on December 17, 2025, I hereby **approve** the same.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
STEPHEN WOLSKY	X			
JOSEPH CECERE	X			
MICHAEL DOCTEROFF	X			
KATHY L. CANALE	X			
MICHAEL CRUDELE	X			
ROBERT SCHOTT	X			
MAYOR TEMPESTA (IF TIE)				

MEDIATION AGREEMENT BEFORE THE AFFORDABLE HOUSING DISPUTE RESOLUTION PROGRAM

IN THE MATTER OF THE APPLICATION OF THE TOWNSHIP OF WEST CALDWELL, COUNTY OF ESSEX.
Docket No. ESX-L-601-25

WHEREAS, the Township of West Caldwell (the "Township" or "West Caldwell" or "municipality") having filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the "Program") and a declaratory judgment action pursuant to N.J.S.A. 52:27D-301 et. seq. (the "Fair Housing Act") on January 23, 2025; and

WHEREAS, the Court having entered an order on April 7, 2025 setting the Township's Fourth Round fair share obligations as a Present Need of 4 units and a Prospective Need of 261 units, which no party appealed, and ordering the Township to file a Housing Element and Fair Share Plan ("HEFSP") by June 30, 2025; and

WHEREAS, the Township having filed its HEFSP on June 25, 2025 ("Adopted HEFSP"); and

WHEREAS, Danbro Properties, LLC ("Danbro") having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township's HEFSP on August 29, 2025.

WHEREAS, Fair Share Housing Center ("FSHC") having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Township's HEFSP on August 30, 2025.

WHEREAS, the Township and FSHC having agreed to amicably resolve the issues set forth in the challenge through this mediation agreement and present this agreement for review by the Program and referral to the Mount Laurel judge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, which if approved will result in a compliance certification for the Township for the Fourth Round.

THEREFORE, the Township and FSHC agree:

Fair Share Obligations

1. The Township's Present Need or Rehabilitation Obligation is 4 units, the Township's Prior Round Obligation (1987-1999) is 200, the Township's Third Round Obligation (1999-2025) is 406, and the Township's Fourth Round Prospective Need (2025-2035) is 261.

Satisfaction of Fair Share Obligations

2. The Township's rehabilitation obligation is 4 and will be addressed via the County Program (2 homes) and a Township Program (2 homes).
3. The Township's Prior Round Obligation is 200 and it previously received a Vacant Land Adjustment ("VLA"), which resulted in a Realistic Development Potential ("RDP") of 18. The Township's Third Round Obligation is 406.
4. The Township's Round 3 RDP pursuant to the October 31, 2024 Final Judgment of Compliance was 80 units. However, the Pio Costa Site, which generated 8 units of RDP (and was satisfied by rezoning the site for inclusionary zoning, including an 8-unit set aside), will be removed from the RDP and placed into unmet need resulting in a Round 3 RDP of 72. The inclusionary zoning and opportunity for Pio Costa shall remain in place, however. The Round 3 mechanisms shall otherwise remain unchanged.
5. The Township's Fourth Round Obligation is 261. However, the Township's obligation has been adjusted through a VLA to a Realistic Development RDP of 0.
6. The Township's Round 4 Unmet Need mechanisms are as follows:
    a. A 4-bedroom group home at 138 Fairfield Ave. (ARC of Essex or a similarly qualified entity).
    b. A single-family home will be converted into 5-bedroom group home/supportive housing use at Block 705, Lot 7 (Community Options).
    c. New overlay zones as follows:
        i. Block 2101, Lots 7 through 12 (Existing ShopRite) shall be overlaid at a density of 20 units per acre, inclusive of a 20% set aside. The overlay zone will permit a maximum of 15,000 square feet, subject to the ability of the developer to secure a driveway interconnection with the property to the

north or a traffic light along Passaic Avenue. The sites are approximately 10.8 acres.

i. Block 1200, Lot 3 Existing Office Complex, which is 7.01 acres according to the tax card shall be overlaid at a density of 20 units per acre, inclusive of a 20% set aside (a potential yield of 28 affordable units).

d. Accordia/Block 1201, Lot 3 is located in the M-1 Zone where inclusionary development permitted as a conditional use, at a maximum of 20 du/ac. The property owner, however, was granted a D3 and D5 variance to exceed the permitted density by 33 total units with a 15% set aside to yield 5 units above what was contemplated for Round 3 and those 5 credits will be utilized in Round 4.

7. 25% of the unmet need for Round 4 is 65.25, which rounds up to 66. For the purposes of this Agreement, FSHC and the Township agree that that number is met through the above described mechanisms. While the Township agrees to this measure as an instrument of settling, it should not be considered an admission, nor waiver, of its position on the 25% language located within the Fair Housing Act at N.J.S.A. 52:27D-310.1.

Unit Type and Income Distribution Requirements

8. The Township and FSHC agree that the Township's HEFSP as described in Paragraphs 2, 3, and 4 meet the requirements for compliance with the law in P.L. 2024, c. 2. The Township shall maintain compliance with Fourth Round rules and regulations, with the following specifically noted:

a. Age Restricted Cap. The Township agrees that it shall not exceed the age-restricted cap found in N.J.S.A. 52:27D-311(l), which requires age-restricted units to be limited to no more than 30 percent of the overall Fourth Round affordable housing units that address the Fourth Round Prospective Need obligation exclusive of any bonus credits. Nothing in this Agreement shall be interpreted as an acknowledgment of the applicability of the senior cap to unmet need on behalf of the Township, though it accepts this interpretation and result in the context of settlement. FSHC recognizes that the Township's Third Round unmet need mechanisms are entirely family unmet need mechanisms providing for a number of units that far exceeds the proposed Fourth Round mechanisms due to

the larger Third Round obligation, and in light of the particular facts of this case agrees to the compliance strategy above without prejudice to its position in any other matter.

b. Family units. Pursuant to N.J.S.A. 52:27D-311(l), the municipality shall satisfy a minimum of 50 percent of the actual affordable housing units, exclusive of any bonus credits created to address its Fourth Round Prospective Need affordable housing obligation through the creation of housing available to families with children and otherwise in compliance with the requirements and controls established pursuant to section 21 of P.L.1985, c.222 (C.52:27D-321).

c. Rental and family rental units. Pursuant to N.J.S.A. 52:27D-311(l), at least 25 percent of the actual affordable housing units, exclusive of any bonus credits, created to address its Prospective Need affordable housing obligation shall be addressed through rental housing, including at least half as available to families with children.

d. Very Low-Income Units. Pursuant to N.J.S.A. 52:27D-329.1, thirteen percent (13%) of all affordable units referenced in this Agreement addressing the municipality's Prospective Need obligation shall be very-low-income units for households earning thirty percent (30%) or less of the median income, with half of the very low-income units being available to families.

e. All new construction units shall comply with P.L.2005, c.350 (N.J.S.A. 52:27D-311a and -311b) and all other applicable law.

f. All Prior Round and Third Round compliance shall continue to meet the applicable percentages and standards for bonuses, family and senior housing, rental and family rental, very low-income units, and adaptability set forth in any prior settlement agreement between FSHC and the municipality, statutory requirements, and the Prior Round and Third Round regulations.

9. In all developments that produce affordable housing, the Township and FSHC agree that, unless varied by prior COAH approval or a prior order of the trial court, including a Third Round order approving the FSHC Settlement Agreement and/or Third Round HEFSP, the below terms shall apply:

a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the

required bedroom and income distribution, length of affordability controls, and phasing of affordable units.

b. The applicability of the updated form of UHAC versus the prior form of UHAC shall be as set forth in the statute and most current form of UHAC adopted by HMFA. Any terms of a prior agreement, judgment, or grant of substantive certification as to prior rounds of obligations modifying UHAC as to affordability controls longer than the now-current regulations or as to very-low-income units shall remain in effect as to those prior rounds of obligations.

c. The municipality agrees that, in order to meet the low income and very low income requirement of the Fair Housing Act, it shall adopt an ordinance requiring for all affordable housing developments in its HEFSP that fifty percent (50%) of the affordable units within each bedroom distribution shall be required to be for low income households earning fifty percent (50%) or less of median income, including thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low income households earning thirty percent (30%) or less of median income.

d. The municipality agrees to review its Affordable Housing Ordinance and other ordinances to ensure that it complies with the most up to date requirements of UHAC and revise those ordinances accordingly as part of its Fourth Round HEFSP and implementing ordinances. It is the Township's position that the AHO attached to its HEFSP achieves this purpose and is entirely compliant though the parties recognize that at time of signing of this Agreement the final version of UHAC was published on December 15, 2025 and thus revisions may be needed in accordance with the schedule below. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law and shall be consistent with the affirmative marketing plan already adopted by the Township which the parties agree is sufficient.

Process for Approval and Implementation

10. Pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, the municipality and FSHC recognize that the Program and/or county level housing judge will review this agreement and the resulting HEFSP and implementing ordinances and resolutions for compliance with the Fair Housing Act prior to issuing a compliance certification, as follows:

a. The municipality and FSHC shall present this mediation agreement to the Program member for review upon full execution by both parties.

b. The Program member shall review the agreement and if satisfied with compliance with the Fair Housing Act shall refer this matter to the Mount Laurel judge for review and entry of certification of compliance, conditioned on adoption of all implementing ordinances and resolutions.

c. The municipality shall adopt all implementing ordinances and resolutions no later than March 15, 2026, including but not limited to the outstanding items identified in the next paragraph. No later than 48 hours after adoption or March 15, 2026, whichever is sooner, the Township shall file the information required by Paragraph 8 and any other adopted ordinances and resolutions on eCourts.

d. No later than April 15, 2026, the Township and FSHC shall provide via filing on eCourts, a form of consent order granting final compliance certification for the Court's review or identify any remaining issues of compliance that may be disputed, at which point the court shall schedule a conference to review any such issues.

e. Both parties agree to implement the terms of this Agreement. If the Program, county level housing judge, or any appellate court rejects this Agreement, the Parties reserve their right to rescind any action taken in anticipation of the Program's approval and return to status quo ante. All parties shall have an obligation to fulfill the intent and purpose of this Agreement, unless to do so would be inconsistent with the final, unappealable adjudication of any Program or court ruling or judgment. The terms of this Agreement may be enforced through an enforcement motion in this declaratory judgment or a separate action before the Program or the Superior Court, Law Division.

11. The Township and FSHC agree that following conditions remain to be met prior to March 15, 2026 as conditions of compliance certification, and that the municipality shall provide

these documents to FSHC in draft form for comment by February 1, 2026, FSHC shall provide comments within 10 days of receipt of drafts:

a. The Township will provide draft ordinances for the new sites it proposes to address Fourth Round Unmet Need and adopt them by March 15, 2026.
b. The Township will provide the rehabilitation program manual.
c. The Township will adopt a Fourth Round Spending Plan in accordance with P.L. 2024, c. 2 and the regulations at N.J.A.C. 5:99.
d. The Township will update and adopt its affordable housing ordinance, development fee ordinance, and affirmative marketing plan in accordance with the regulations at N.J.A.C. 5:80-26.1, et seq., and N.J.A.C. 5:99 . The Township acknowledges this obligation on page 74 of its HEFSP.

12. The Township and FSHC recognize that substantial changes in circumstances affecting the Township's RDP are possible pursuant to the holding in Fair Share Housing Center v. Cherry Hill, 173 N.J. 393, (2002) and related law. In the event such a substantial changed circumstance occurs, the Township shall have one hundred twenty (120) days to present to the trial court and FSHC a plan to address such change in circumstances on notice and opportunity to be heard from FSHC. The Township agrees that any additional RDP generated due to changed circumstances must be addressed in a manner that is consistent with controlling law.

13. The Township's Compliance Certification shall be subject to ongoing monitoring required by the Fair Housing Act as follows:

a. The Township by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of a detailed accounting of all development fees and any other payments into its trust fund that have been collected including residential and non-residential development fees, along with the current balance in the municipality's affordable housing trust fund

as well as trust funds expended, including purposes and amounts of such expenditures, in the previous year from January 1st to December 31st.

b. The Township by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of up-to-date municipal information concerning the number of affordable housing units actually constructed, construction starts, certificates of occupancy granted, and the start and expiration dates of deed restrictions. With respect to units actually constructed, the information shall specify the characteristics of the housing, including housing type, tenure, affordability level, number of bedrooms, date and expiration of affordability controls, and whether occupancy is reserved for families, senior citizens, or other special populations.

c. For the midpoint realistic opportunity review as of July 1, 2030, pursuant to N.J.S.A. 52:27D-313, the Township or other interested party may file an action through the Program in accordance with the Statute. Any such filing shall be through eCourts or any similar system set forth by the Program with notice to any party that has appeared in this matter.

14. This Agreement may be executed in counterparts, all of which together shall constitute the same agreement, and any exhibits or schedules attached hereto shall be hereby made a part of this Agreement. This Agreement shall not be modified, amended or altered in any way except by a writing signed by each of the Parties. Each party acknowledges that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each signatory is the proper person and possesses the authority to sign the Agreement, and that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article,

section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections. No member, official or employee of the municipality shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

Attest

TOWNSHIP OF WEST CALDWELL

Joseph Tempesta, Jr., Mayor

Witness:

Date: 12/30/2025

FAIR SHARE HOUSING CENTER

Adam Gordon, Esq.

Witness:

Date: 1/13/2026

Appendix GG | Community Options, Inc. 18 Pin Oak Road MOU and Resolution

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 16 day of September, 2025, by and between the Township of West Caldwell ("Township") and Community Options, Inc. ("Developer").

General Terms

1. The Developer is the proposing to purchase the real property located at Block 705, Lot 7, commonly known as 18 Pin Oak Road on the Tax Assessment Map of the Township of West Caldwell (the "Property").

2. The Developer intends to construct of a 5-bedroom group home/supportive housing use (the "Project").

3. By way of this MOU, Developer agrees that the Project shall yield at least five (5) credit-worthy "units" (bedrooms) against the Township's affordable housing obligations and up to 5 bonus credits. The Project shall be consistent with COAH and Uniform Housing Affordability Control ("UHAC") regulations and shall be credit-worthy against the Township's Round 3 or Round 4 affordable housing obligations. The affordable units shall be restricted for a period of no less than 40 years.

4. Developer will seek municipal public funding in the amount of $300,000.00, or $60,000.00 per proposed unit, from the Township's affordable housing trust fund or otherwise for the Project (the "Funding"), half of which ($150,000.00) (the "Initial Installment") shall be payable to the Developer within sixty (60) days of the execution of thus MOU. Developer shall provide the Township with a proposed and compliant deed restriction for the Township's approval within sixty (60) days of the execution of the MOU. Upon Township approval of the proposed form of deed restriction, the deed restriction shall be recorded. The balance of the monies owed ($150,000.00) (the "Balance) shall be paid by the Township within seven (7) days of the issuance of a final Certificate of Occupancy or the receipt of the recorded deed restriction, whichever is later. The Parties recognize that the consideration for the Funding is, expressly, a recorded deed restriction which can be utilized for the Township's affordable housing obligations.

5. The Township further agrees to waive all application fees, including all permit fees (but excluding professional fees) associated with any Township approvals the Developer requires to create the Project, and the Township shall expedite approvals and the resolution compliance/land use process pursuant to the Mount Laurel doctrine, particularly COAH's regulations and the Fair Housing Act ("FHA"), N.J.S.A. 52:27-301, *et. seq.*

6. The Township shall make application seeking approval of the trust fund expenditure with the Court, if necessary.

7. The Township and Developer represent to each other that this MOU has been authorized by appropriate resolution adopted by the parties hereto.

8. This MOU may be executed in several counterparts, each of which shall be deemed original and such counterparts shall together constitute but one and the same Agreement. The execution of this MOU by any of the parties may be evidenced by email or facsimile transmission of such parties' signature and such signature shall be deemed to constitute the original signatures of such party hereto.

ATTEST:

TOWNSHIP OF WEST CALDWELL

ATTEST:

COMMUNITY OPTIONS, INC.

By:

Resolution

Resolution No. 25-197 By: Councilman Wolsky

RESOLUTION OF THE TOWNSHIP OF WEST CALDWELL, COUNTY OF ESSEX, NEW JERSEY AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH COMMUNITY OPTIONS FOR A GROUP HOME

WHEREAS, in compliance with the amended Fair Housing Act, on or about January 23, 2025, the Township filed an action with the Essex County Superior Court of New Jersey, entitled In the Matter of the Application of the Township of West Caldwell, Docket No. ESX-L-601-25, seeking a Judgment of Compliance and Repose or similar document approving its Affordable Housing Plan in addition to related reliefs; and

WHEREAS, the Township of West Caldwell is seeking affordable housing opportunities to assist in the voluntary compliance efforts of the Township towards its Mount Laurel obligations; and

WHEREAS, the Township is seeking to assist Community Options, Inc., who is proposing to purchase the real property located on Block 705, Lot 7, known as 18 Pin Oak Road, on the tax maps of the Township of West Caldwell, in the creation of an at least five (5) bedroom group home on the site; and

WHEREAS, the Township and Community Options wish to enter into a Memorandum of Understanding outlining their duties and obligations; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST CALDWELL, NEW JERSEY AS FOLLOWS:

1. The Memorandum of Understanding is approved and the Mayor is hereby authorized to execute the Memorandum of Understanding with Community Options, attached as **Exhibit A**, subject to any de minims revisions from Counsel.

2. The appropriate Township officials and professionals are hereby authorized to take all actions necessary to carry out and complete the terms of the Memorandum of Understanding.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on September 16, 2025, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on September 17, 2025, I hereby **approve** the same.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
STEPHEN WOLSKY	X			
JOSEPH CECERE	X			
MICHAEL DOCTEROFF	X			
KATHY L. CANALE	X			
MICHAEL CRUDELE				X
ROBERT SCHOTT				X
MAYOR TEMPESTA (IF TIE)				

Exhibit A

Community Options MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 16 day of September, 2025, by and between the Township of West Caldwell ("Township") and Community Options, Inc. ("Developer").

General Terms

1. The Developer is the proposing to purchase the real property located at Block 705, Lot 7, commonly known as 18 Pin Oak Road on the Tax Assessment Map of the Township of West Caldwell (the "Property").

2. The Developer intends to construct of a 5-bedroom group home/supportive housing use (the "Project").

3. By way of this MOU, Developer agrees that the Project shall yield at least five (5) credit-worthy "units" (bedrooms) against the Township's affordable housing obligations and up to 5 bonus credits. The Project shall be consistent with COAH and Uniform Housing Affordability Control ("UHAC") regulations and shall be credit-worthy against the Township's Round 3 or Round 4 affordable housing obligations. The affordable units shall be restricted for a period of no less than 40 years.

4. Developer will seek municipal public funding in the amount of $300,000.00, or $60,000.00 per proposed unit, from the Township's affordable housing trust fund or otherwise for the Project (the "Funding"), half of which ($150,000.00) (the "Initial Installment") shall be payable to the Developer within sixty (60) days of the execution of thus MOU. Developer shall provide the Township with a proposed and compliant deed restriction for the Township's approval within sixty (60) days of the execution of the MOU. Upon Township approval of the proposed form of deed restriction, the deed restriction shall be recorded. The balance of the monies owed ($150,000.00) (the "Balance) shall be paid by the Township within seven (7) days of the issuance of a final Certificate of Occupancy or the receipt of the recorded deed restriction, whichever is later. The Parties recognize that the consideration for the Funding is, expressly, a recorded deed restriction which can be utilized for the Township's affordable housing obligations.

5. The Township further agrees to waive all application fees, including all permit fees (but excluding professional fees) associated with any Township approvals the Developer requires to create the Project, and the Township shall expedite approvals and the resolution compliance/land use process pursuant to the Mount Laurel doctrine, particularly COAH's regulations and the Fair Housing Act ("FHA"), N.J.S.A. 52:27-301, *et. seq.*

6. The Township shall make application seeking approval of the trust fund expenditure with the Court, if necessary.

7. The Township and Developer represent to each other that this MOU has been authorized by appropriate resolution adopted by the parties hereto.

8. This MOU may be executed in several counterparts, each of which shall be deemed original and such counterparts shall together constitute but one and the same Agreement. The execution of this MOU by any of the parties may be evidenced by email or facsimile transmission of such parties' signature and such signature shall be deemed to constitute the original signatures of such party hereto.

TOWNSHIP OF WEST CALDWELL

ATTEST:

_____

_____

ATTEST:

COMMUNITY OPTIONS, INC.

_____

By: _____

Appendix HH | Ordinance 1902 R-9A Multi-Family Residence Overlay District (175 – 185 – 195 Fairfield Avenue)

TOWNSHIP OF WEST CALDWELL

Ordinance No. 1902 By: Councilman Wolsky

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 20 "ZONING" TO ADD A NEW SUBSECTION 9G "R-9A MULTI-FAMILY RESIDENCE OVERLAY 3 DISTRICT" AND TO SET FORTH THE STANDARDS AND CRITERIA APPLICABLE THERETO

WHEREAS, the Township of West Caldwell has a constitutional obligation to create a realistic opportunity for the construction of its fair share of the region's need for affordable housing; and

WHEREAS, on March 20, 2024, Governor Philip D. Murphy signed P.L.2024, c.2 into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.)(hereinafter "Amended FHA"); and

WHEREAS, the West Caldwell Planning Board adopted the 2025 Housing Element & Fair Share Plan on June 23, 2025, which was endorsed by the Township Council on June 24, 2025, pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1 et seq., which addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, two challenges were filed during the permitted challenge window, one by Fair Share Housing Center ("FSHC") on August 29, 2025 and one by Danbro Properties, LLC on August 30, 2025; and

WHEREAS, the Township participated in mediation to resolve the concerns raised in the two challenges; and

WHEREAS, the Township has entered into a Mediation Agreement with FSHC to address their issues and said Mediation Agreement requires the Township to create a new inclusionary residential overlay district.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of West Caldwell, in the County of Essex, as follows:

Section 1: Chapter 20 of the Township Code entitled "Zoning", Subsection 5.1 entitled "Zone Districts" is hereby amended and supplemented with the following underlined text:

R-9A Multi-Family Residence Overlay District
R-10 Planned Residence Overlay District

Section 2: Chapter 20 of the Township Code entitled "Zoning", is hereby amended and supplemented with a new Subsection 9G entitled "Multi-Family Residence Overlay District", which shall read as follows:

§20-9G **R-9A MULTI-FAMILY RESIDENCE OVERLAY DISTRICT.**

The following standards shall apply to the development within the R-9A Overlay District. When the standards herein conflict with other provisions of Chapter 20, the standards herein shall apply.

§20-9G.1 **Principal Permitted Uses.**

a. Multi-family residential units, including stacked townhomes. Stacked townhomes shall be defined as a one-family unit in a row of three such units, where units are stacked on each other. Units may be multi-level; however; all units shall have common fire-resistant walls and have direct access from the outside.

§20-9G.2 **Permitted Accessory Uses.**

a. Off-street parking areas.

b. Residential amenities including, but not limited to, clubrooms, lounges, game rooms, mail rooms, leasing office, and similar interior common resident amenities incorporated into a larger building design. These accessory uses shall not be in stand-alone structures.

c. Fences and walls complying with Subsection 20-21.14.

d. Signs.

e. Trash enclosures.

f. Public and private utilities.

§20-9G.3 **Height, Area, Bulk and Other Requirements.**

a. Minimum Lot Area – 7 acres.

b. Minimum Lot Width – 300 feet.

c. Minimum Lot Depth – 400 feet

d. Minimum Front Yard Setback – 40 feet. The front yards shall be considered the property lines along Passaic Avenue and Fairfield Avenue.

e. Minimum Side Yard Setback – 25 feet. The side yard shall be considered the common property line with Lot 2 to the south.

f. Minimum Rear Yard Setback – Not applicable.

g. Maximum Building Height – 3 stories and 40 feet.

h. Maximum Building Coverage – 40%

i. Maximum Lot Coverage – 75%

j. Maximum Density – 20 units per acre.

§20-9G.4 **Affordable Housing Requirements.**

a. A minimum of twenty percent of all units shall be set aside for low- including very-low- and moderate-income households, regardless of tenure, for all new multi-family residential developments of five units or more.

b. Affordable units shall be governed by deed restrictions ensuring long-term affordability controls in accordance with Chapter 23, Affordable Housing.

c. The development, unit distribution, income distribution, bedroom distribution, and marketing of all affordable units shall be undertaken consistent with Chapter 23, Affordable Housing, and all other applicable law, rules, and regulations, including applicable COAH regulations, the Fair Housing Act, and the Uniform Housing Affordability Controls in effect at the time of application. Affordable units shall comply with the Uniform Housing Affordability Controls in effect at the time of application.

d. The developer shall be responsible for all costs associated with the initial rental and/or sale of the affordable units, and for the continuing administration of the affordable units and the preservation of the creditworthiness of the units.

§20-9G.5 **Parking and Circulation.**

a. Parking shall be provided in accordance with the Residential Site Improvement Standards, except that the specified required parking spaces shall be minimums.

b. Parking spaces shall measure nine feet wide by 18 feet long.

c. Parking areas shall comply with Subsections 20-23.3 and 20-23.5.

§20-9G.6 **Architecture.**

a. Buildings shall avoid long, monotonous, uninterrupted walls or roof planes. Building wall offsets,

including projections such as canopies and recesses, shall be used in order to add architectural interest and variety and to relieve the visual effect of a simple, long wall. Similarly, in the case of a pitched roof, roofline offsets, dormers or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.

b. The maximum spacing between building wall offsets shall be 60 feet.

c. The minimum projection or depth of any individual vertical offset shall be one foot.

d. The maximum spacing between roof offsets shall be 60 feet.

e. The architectural treatment of the front facade shall be continued in its major features around all visibly exposed sides of a building. All sides of a building facing a public street shall be architecturally designed to be consistent with regard to style, materials, colors, and details.

f. Fenestration shall be architecturally compatible with the style, materials, colors, and details of the building. Windows shall be vertically proportioned.

g. All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, etc.

h. Heating, ventilating and air-conditioning systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties.

i. All rooftop mechanical equipment, inclusive of solar equipment, shall be screened from view from all vantage points at grade or below the roof.

j. Placement of any packaged terminal air-conditioner units within the facade is prohibited.

§20-9G.7 **Landscaping.**

a. Street trees shall be provided on average every 50 feet. Street trees shall have a caliper of three inches at installation.

b. Parking areas containing a row of parking stalls running in a straight line for more than 20 spaces shall provide a landscaped island between every 20 spaces. Said island shall be no less than 162 square feet and landscaped with at least one shade tree and low ground cover. Said shade tree shall have a caliper of three inches at installation.

c. Parking spaces within 25 feet of an adjacent residential property line shall be screened with a six-foot-tall fence or evergreen trees of at least four feet in height to shield vehicular headlights.

d. Seventy-five percent of the perimeter of multi-family buildings and twenty-five percent of the perimeter of stacked townhome buildings shall be surrounded by a landscaped, planted strip at least three feet in width. Walkways leading to pedestrian entrances and driveways may cross this landscape strip.

e. Tree removal shall comply with Chapter 24, Tree Protection and Removal Standards.

§20-9G.8 **Lighting.**

a. Pedestrian walkways shall be illuminated with a minimum average of 0.5 footcandle.

b. Parking areas shall be illuminated with a minimum average of 1.0 footcandle.

c. Illumination shall not exceed 0.5 footcandle at the property line. However, this regulation shall not apply to entrance and/or exit driveways.

§20-9G.9 **Trash.**

a. All trash/recycling storage areas shall be enclosed on all four sides and screened. Trash may be stored

inside the buildings/units.

§20-9G.10 **Signs.**

a. Signs shall be permitted in accordance with Subsection 20-24.2 and 20-24.3.

b. One identification sign shall be permitted per parcel, which shall be free-standing, and no more than 40 square feet in size and 6 feet in height. Said sign may be internally or externally illuminated and shall be set back at least 10 feet from any property line.

Section 3. Severability.

If any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect or invalidate the remainder of the Ordinance, but shall be confined in its effect to this section, subsection, paragraph, sentence or other part of this Ordinance directly involved in the controversy with respect to which said judgment shall have been rendered, and all other provisions of this Ordinance shall remain in full force and effect.

Section 4. Inconsistent Ordinances Repealed.

All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed, but only to the extent of such inconsistencies.

Section 5. Effective Date.

This Ordinance shall take effect upon approval by the Superior Court in conjunction with Docket No. ESX-L-601-25.

It is hereby certified that at a special meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on March 3, 2026, the foregoing Ordinance was duly adopted.

Township Clerk

The foregoing Ordinance, having been duly presented to me on March 4, 2026, I hereby approve the same.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
KATHY L. CANALE	X			
JOSEPH CECERE	X			
STEPHEN WOLSKY	X			
MICHAEL DOCTEROFF	X			
MICHAEL CRUDELE	X			
ROBERT SCHOTT				X
MAYOR TEMPESTA (IF TIE)				

Appendix II | Planning Board Resolution Adopting Amended 2025 HEFSP

RESOLUTION OF THE PLANNING BOARD OF THE TOWNSHIP OF WEST CALDWELL ADOPTING A FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Township of West Caldwell (hereinafter the "Township" or "West Caldwell") has a demonstrated history of voluntary compliance as evidenced by its Third Round record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 7, 2015, the Township of West Caldwell filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Third Round Housing Element and Fair Share Plan, to be amended as necessary, satisfied its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, that culminated in a Court-approved Third Round Housing Element and Fair Share Plan and a Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder's remedy lawsuits, until July 1, 2025; and

WHEREAS, the Township continues to actively implement its Court-approved Third Round Housing Element and Fair Share Plan; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA"); and

WHEREAS, the Township adopted a resolution on January 21, 2025 committing to a present need obligation of 4 and Round 4 prospective need obligation of 242 and thereafter filing a declaratory judgment action within 48 hours of the adoption of the Resolution; and

WHEREAS, in accordance with the Amended FHA and the Administrative Office of the Court's Directive No. 14-24, the Township filed a timely Fourth Round Declaratory Judgment complaint ("DJ Complaint") with the Affordable Housing Dispute Resolution Program ("the Program"), along with its binding resolution, on January 23, 2025; and

WHEREAS, the filing of the DJ Complaint gave the Township automatic, continued immunity from all exclusionary zoning lawsuits, including builder's remedy lawsuits, which is still in full force and effect; and

WHEREAS, the Township received objections from the New Jersey Builders Association to its Present and Prospective Need numbers by February 28, 2025; and

WHEREAS, on April 7, 2025, the Township received its Round 4 Present Need obligation of 4 and its Round 4 Prospective Need Obligation of 261.

WHEREAS, now that the Township has its Fourth Round Obligations, the Amended FHA requires the municipality to adopt and endorse a Fourth Round Housing Element and Fair Share Plan by June 30, 2025; and

WHEREAS, in accordance with the Amended FHA, the Township's affordable housing planner drafted a Fourth Round Housing Element and Fair Share Plan; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the Fourth Round Housing Element and Fair Share Plan on February 26, 2026; and

WHEREAS, the Planning Board determined that the attached Fourth Round Housing Element and Fair Share Plan is consistent with the goals and objectives of the Township's current Master Plan, and that adoption and implementation of the Fourth Round Housing Element and Fair Share Plan is in the public interest and protects public health and safety and promotes the general welfare.

WHEREAS, the adopted 2025 HEFSP was submitted to the Affordable Housing Dispute Resolution Program via eCourts on June 25, 2025.

WHEREAS, in August 2025 challenges were filed by Danbro Properties, LLC and the Fair Share Housing Center to the Township's 2025 HEFSP.

WHEREAS, Mayor & Council approved Resolution No. 25-258, which authorized the execution of an Agreement with Danbro Properties, LLC, and Resolution No. 25-259, which authorized the execution of a Mediation Agreement with FSHC.

WHEREAS, a Mediation Agreement with FSHC executed on January 13, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of West Caldwell, County of Essex, State of New Jersey, that the Planning Board hereby adopts the Amended Fourth Round Housing Element and Fair Share Plan attached hereto as **Exhibit A** to satisfy the conditions of the Mediation Agreement.

Planning Board Chairman

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Planning Board of Township of West Caldwell at a regular meeting held on February 26, 2026.

Planning Board Secretary

Appendix JJ | Governing Body Resolution Endorsing Amended 2025 HEFSP

Resolution

Resolution No. 26-094 By: Councilman Wolsky

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF WEST CALDWELL ENDORSING THE FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN, AS AMENDED

For the Meeting of March 3 in the Year of 2026

A RESOLUTION OF THE TOWNSHIP OF
WEST CALDWELL, ESSEX COUNTY, NEW JERSEY

WHEREAS, the Township of West Caldwell (the "Township") is constitutionally obligated under the Mount Laurel doctrine to provide a realistic opportunity for the construction of affordable housing for low- and moderate-income households; and

WHEREAS, the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., as amended by P.L. 2024, c.2 (the "Amended Fair Housing Act"), establishes procedures for municipalities to obtain judicial review and compliance certification of their affordable housing obligations; and

WHEREAS, the Township timely filed a Resolution of Participation in the Affordable Housing Dispute Resolution Program and a Fourth Round Declaratory Judgment action in the Superior Court of New Jersey, Law Division, seeking a determination of its Fourth Round affordable housing obligations and continued protection from exclusionary zoning litigation; and

WHEREAS, the Superior Court entered orders establishing the Township's Fourth Round affordable housing obligations and directing the Township to prepare, adopt, and file a Housing Element and Fair Share Plan ("HEFSP"); and

WHEREAS, the Township prepared and filed its Fourth Round HEFSP, and thereafter prepared and filed an Amended Fourth Round Housing Element and Fair Share Plan to address court directives and issues raised during the Affordable Housing Dispute Resolution Program process; and

WHEREAS, the Township engaged in mediation with Fair Share Housing Center and other objectors before the Affordable Housing Dispute Resolution Program, which resulted in a Mediation Agreements intended to resolve challenges to the Township's Fourth Round HEFSP and establish a path toward compliance certification; and

WHEREAS, the Planning Board of the Township of West Caldwell reviewed the Fourth Round Amendment to the HEFSP, as amended, and adopted the plan by resolution following notice and a public hearing, determining that the plan is consistent with the goals, objectives, and policies of the Township's Master Plan; and

WHEREAS, the Mayor and Council have reviewed the Amendment to the Fourth Round Housing Element and Fair Share Plan, as amended, together with the Planning Board's recommendation and the terms of the Mediation Agreement, and find that endorsement of the plan is in the best interests of the Township; and

WHEREAS, endorsement of the Amendment to the Fourth Round HEFSP, as amended will facilitate judicial review, implementation of the plan, and the Township's efforts to obtain compliance certification under the Amended Fair Housing Act; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of West Caldwell, County of Essex, State of New Jersey, as follows:

1. The Mayor and Council hereby endorse the Township's Amendment to the Fourth Round Housing Element and Fair Share Plan, as amended, as adopted by the Planning Board, attached as Exhibit A.

2. The Mayor and Council reaffirm the Township's commitment to implement the Fourth Round Housing Element and Fair Share Plan and all implementing ordinances, resolutions, and actions necessary to satisfy the Township's constitutional and statutory affordable housing obligations.

3. The Township Attorney, Affordable Housing Counsel, Township Planner, Township Administrator, and all other appropriate Township officials are hereby authorized and directed to take any and all actions necessary to effectuate the endorsed Fourth Round Housing Element and Fair Share Plan, as amended.

4. This Resolution shall take effect immediately upon adoption according to law.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on the date of March 3, 2026, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on March 4, 2026, I hereby **approve** the same.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
KATHY L. CANALE	X			
JOSEPH CECERE	X			
STEPHEN WOLSKY	X			
MICHAEL DOCTEROFF	X			
MICHAEL CRUDELE	X			
ROBERT SCHOTT				X
MAYOR TEMPESTA (IF TIE)				

Appendix KK | Ordinance 1900 Affordable Housing Ordinance

TOWNSHIP OF WEST CALDWELL

Ordinance No. 1900 By: Councilman Wolsky

AN ORDINANCE DELETING AND REPLACING CHAPTER 23 "AFFORDABLE HOUSING" TO UPDATE THE TOWNSHIP'S AFFORDABLE HOUSING ORDINANCE IN ACCORDANCE WITH THE DECEMBER 2025 UNIFORM HOUSING AFFORDABILITY CONTROLS, THE N.J.A.C. 5:99 REGULATIONS, AND THE AMENDED FAIR HOUSING ACT

WHEREAS, the Township of West Caldwell filed a Declaratory Judgment Action on January 23, 2025 seeking a certification of compliance with the Fair Housing Act; and

WHEREAS, the West Caldwell Planning Board adopted the 2025 Housing Element & Fair Share Plan for the Fourth Round on June 23, 2025, which was duly endorsed by the Township Council, and timely filed with the Affordable Housing Dispute Resolution Program; and

WHEREAS, the Township has entered into a Mediation Agreement with Fair Share Housing Center that requires all of the implementing documents, including a Affordable Housing Ordinance, to be adopted by March 15, 2026; and

WHEREAS, new N.J.A.C. 5:99 regulations and new Uniform Affordability Housing Controls rules were adopted in December of 2025; and

WHEREAS, the Department of Community Affairs ("DCA") is preparing a template affordable housing ordinance for municipalities; however said template has not yet been released; and

WHEREAS, in order to comply with the March 15, 2026 deadline, the Township is adopting this interim ordinance until the DCA issues a template ordinance, and will introduce an amended affordable housing ordinance after the state template is released; and

WHEREAS, the Township seeks to delete and replace its existing Affordable Housing Ordinance to reflect the new regulations.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of West Caldwell, in the County of Essex, as follows:

Section 1: Chapter 23 of the Township Code entitled "Affordable Housing" is deleted in its entirety and replaced as follows:

Chapter 23 Affordable Housing

§23-1 **AFFORDABLE HOUSING REGULATIONS.**

a. Purpose and Applicability.

1. This Chapter of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in the Township of West Caldwell 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 Chapter 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 article 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.

3. The West Caldwell 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 Chapter 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) Nothing hereinto shall be interpreted to deprive the Township of any rights, including the right to seek approval of any waivers permitted under UHAC or other relevant sources of law.

   (b) The provisions of this Chapter 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.

   (c) This Chapter 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.

   (d) 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. Monitoring and Reporting Requirements.

   1. The municipality shall comply with the monitoring and reporting requirements of P.L 2024, Chapter 2 and N.J.A.C. 5:99 regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:

c. Township-Wide Set-Aside.

   1. Any property in the Township of West Caldwell that receives a use variance, density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted or a new redevelopment plan, to permit multi-family residential development, which would yield five or more additional units (over and above those already permitted as of right), that are developed at a density of six or more units per acre, shall provide a minimum affordable housing set-aside of 20% regardless of tenure.
   2. This requirement shall not apply to sites zoned for inclusionary residential development to meet the Realistic Development Potential or the overlay zones created to meet the unmet need as part of the Township's Housing Element and Fair Share Plan, which shall comply with the applicable zoning or redevelopment plan requirements of providing affordable housing units.
   3. This requirement does not, and shall not be construed to, grant any developer the right to any rezoning, variance, redevelopment designation or other relief or establish any obligations on the part of the municipality to grant such rezoning, variance, redevelopment designation or other relief.
   4. A property shall not be permitted to be subdivided so as to avoid compliance with this requirement.
   5. All affordable units created pursuant to this section shall be governed by the provisions of Chapter 23, Affordable Housing.

d. Fractional Units and Subsidy Payments.

   1. Inclusionary developments that result in a fractional affordable housing obligation of 0.49 or less may round the number of affordable units down. The applicant shall make a subsidy payment to cover the fraction.
   2. If the required number of affordable units results in a fraction of 0.5 or greater, the application shall round up and provide the additional affordable unit.

3. The subsidy payment for West Caldwell shall be $238,810 for 2026. The subsidy payment shall increase by 3% each year. To calculate the subsidy payment, the developer shall multiply the fraction by the payment. For example, a fraction of 0.4 triggered in 2026 would require a payment of $95,524. The payment shall be made to the Township's Affordable Housing Trust Fund.

4. The basis for the 2026 payment-in-lieu figure is the 2008 subsidy figure of $148,638 for Region 2 referenced in N.J.A.C. 5:97-6.4(c)3. Next, the increase in land, construction, and other costs were factored into the figure, which results in the amount of $200,000.

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."

2. All affordable housing units created within the Township of West Caldwell shall comply with the version of N.J.A.C. 5:80-26.1 et seq. in effect at the time of application or zoning approval.

§23-2 MUNICIPAL HOUSING LIAISON.

a. The Township of West Caldwell shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for administering the affordable housing program, including affordability controls, the Affirmative Marketing Plan, monitoring and reporting, and, where applicable, supervising any contracted Administrative Agent. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee.

b. The Municipal Housing Liaison's responsibilities can be found in N.J.A.C. 5:99.

§23-3 ADMINISTRATIVE AGENT.

a. 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.

b. The fees for administrative agents shall be paid as follows:

1. Administrative agent fees related to rental units shall be paid by the developer/owner.

2. Administrative agent fees related to initial sale of units shall be paid by the developer.

3. Administrative agent fees related to resales shall be paid by the seller of the affordable home.

4. Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.

c. The Administrative Agent's responsibilities can be found in N.J.A.C. 5:99.

§23-4 ENFORCEMENT OF AFFORDABLE HOUSING REGULATIONS.

a. 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, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

b. After providing written notice of a violation to an owner, developer or tenant of a low- or moderate-income unit and advising the owner, developer or tenant of the penalties for such violations, the

municipality may take the following action(s) against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the owner, developer or tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

   (a) A fine of not more than $500 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense. In the case of an owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of West Caldwell Affordable Housing Trust Fund of the gross amount of rent illegally collected.

   (b) In the case of an owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

2. The Township may file a court action in the Superior Court seeking a judgment that would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit:

   (a) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

   (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- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

   (c) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

   (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 low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any

prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

(e) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

(f) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.

c. A fine pursuant to c above shall not be issued unless the municipal housing liaison first provides the owner with written notice no less than two months prior to the date the fine is levied. A fine shall only be issued if the offense has not been cured within that two-month timeframe.

§23-5 **APPEALS.**

Appeals from all decisions of an administrative agent appointed pursuant to this Chapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division of Local Planning Services within the Department of Community Affairs. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

Section 2. Severability.

If any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect or invalidate the remainder of the Ordinance, but shall be confined in its effect to this section, subsection, paragraph sentence or other part of this Ordinance directly involved in the controversy with respect to which said judgment shall have been rendered, and all other provisions of this Ordinance shall remain in full force and effect.

Section 3. Inconsistent Ordinances Repealed.

All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed, but only to the extent of such inconsistencies.

Section 4. Effective Date.

This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law, and its provisions shall apply to all building permits applied for on or after the date of adoption and publication hereof as prescribed by law.

It is hereby certified that at a special meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on March 3, 2026, the foregoing Ordinance was duly adopted.

Township Clerk

The foregoing Ordinance, having been duly presented to me on March 4, 2026, I hereby approve the same.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
KATHY L. CANALE	X			
JOSEPH CECERE	X			
STEPHEN WOLSKY	X			
MICHAEL DOCTEROFF	X			
MICHAEL CRUDELE	X			
ROBERT SCHOTT				X
MAYOR TEMPESTA (IF TIE)				

Appendix LL | Ordinance 1901 Development Fee Ordinance

TOWNSHIP OF WEST CALDWELL

Ordinance No. 1901 By: Councilman Wolsky

AN ORDINANCE DELETING AND REPLACING SUBSECTION 14 "DEVELOPMENT FEES" OF CHAPTER 18A "LAND USE PROCEDURES" TO UPDATE THE TOWNSHIP'S DEVELOPMENT FEE ORDINANCE IN ACCORDANCE WITH THE DECEMBER 2025 N.J.A.C. 5:99 REGULATIONS AND THE AMENDED FAIR HOUSING ACT

WHEREAS, the Township of West Caldwell filed a Declaratory Judgment Action on January 23, 2025 seeking a certification of compliance with the Fair Housing Act; and

WHEREAS, the West Caldwell Planning Board adopted the 2025 Housing Element & Fair Share Plan for the Fourth Round on June 23, 2025, which was duly endorsed by the Township Council, and timely filed with the Affordable Housing Dispute Resolution Program; and

WHEREAS, the Township has entered into a Mediation Agreement with Fair Share Housing Center that requires all of the implementing documents, including a Development Fee Ordinance, to be adopted by March 15, 2026; and

WHEREAS, new N.J.A.C. 5:99 regulations were adopted in December of 2025; and

WHEREAS, the Township seeks to update its existing Development Fee Ordinance to reflect the new regulations.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of West Caldwell, in the County of Essex, as follows:

Section 1: Chapter 18A of the Township Code entitled "Land Use Procedures", Subsection 14 entitled "Development Fees." is deleted in its entirety and replaced as follows:

§18A-14 **DEVELOPMENT FEES.**

a. Purpose.

1. 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 (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

b. Basic Requirements.

1. The municipality previously adopted a development fee ordinance, which established the Municipal Affordable Housing Trust Fund.

2. The municipality shall not spend development fees until the court has approved a plan for spending such fees.

3. Nothing herein shall be construed to create municipal liability for good-faith estimates of equalized assessed value.

c. Definitions.

The following terms when used in this section shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT

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.

AFFORDABLE HOUSING MONITORING SYSTEM OR AHMS

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

The non-lapsing, revolving trust fund established in the Department pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes.

COAH OR THE COUNCIL

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).

DEPARTMENT

The New Jersey Department of Community Affairs.

DEVELOPER

The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE

Money paid by a developer for the improvement of 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 OR EAV

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.

d. Residential Development Fees.

1. Imposed fees.

(a) Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted. 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) When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

2. Eligible exactions, ineligible exactions and exemptions for residential development.

(a) Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality and if approved by a municipality prior to March 20, 2024, when the payment-in-lieu section was removed from the

Fair Housing Act.

(b) Developments that have received preliminary or final site plan approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.

(c) No development fee shall be collected for the expansion of an existing one- or two-family dwelling on an individual lot or for any improvement to said properties.

(d) No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.

e. Non-Residential Development Fees.

1. Imposition of fees.

(a) Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

(b) Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

(c) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

2. Eligible exactions, ineligible exactions and exemptions for non-residential development.

(a) The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.

(b) The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

3. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.

4. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

5. 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.

f. Collection Procedures.

1. Upon the granting of a preliminary, final or other applicable approval for a development, the

applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.

2. For 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.

3. 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.

4. 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.

5. 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.

6. Within 10 business days of a request for the scheduling of a final inspection, the tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

7. 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).

8. 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.

g. Appeal Of Development Fees.

1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by 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.

2. A developer may challenge non-residential development fees imposed by filing a challenge with the director of the Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the 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.

h. Affordable Housing Trust Fund.

1. A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

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

(a) 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 March 20, 2024, when the payment-in-lieu section was removed from the Fair Housing Act.

(b) Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;

(c) Rental income from municipally operated units;

(d) Repayments from affordable housing program loans;

(e) Recapture funds;

(f) Proceeds from the sale of affordable units; and

(g) Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.

3. The municipality shall provide the Department with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Department and the financial institution in which the municipal affordable housing trust fund has been established to permit the Department to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.

4. Occurrence of any of the deficiencies outlined in N.J.A.C. 5:99 may result in the Department requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund.

5. All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.

i. Use of Funds.

1. The expenditure of all funds shall conform to a Spending Plan approved by Superior Court. Funds deposited in the municipal Affordable Housing Trust Fund may be used for any activity approved by the Court to address the fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market-to-affordable program; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost-saving and in accordance with accepted national or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by Superior Court and specified in the approved Spending Plan.

2. Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.

3. At least a portion of all development fees collected and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. A portion of the development fees which provide affordability assistance shall be used to provide affordability assistance to very low-income households.

(a) Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

(b) Affordability assistance for very low-income households may include producing very low-income units or buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.

4. No more than 20% of all affordable housing trust funds, exclusive of those collected to fund an RCA prior to July 17, 2008, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare and implement a Housing Element and Fair Share Plan, administer an Affirmative Marketing Program and for compliance with the Superior Court and the Program including the costs to the municipality of resolving a challenge.

j. Monitoring.

1. 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 Reporting 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 March 20, 2024 when the payment-in-lieu section was removed from the Fair Housing Act), 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 Court.

k. Ongoing Collection of Fees.

   1. The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification or the good faith effort to obtain it.

   2. If the municipality fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance or Compliance Certification, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to section 20 of P.L.1985, c.222 (C. 52:27D-320).

l. Emergent Affordable Housing Opportunities. Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the Department 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.

Section 2. Severability.

If any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect or invalidate the remainder of the Ordinance, but shall be confined in its effect to this section, subsection, paragraph, sentence or other part of this Ordinance directly involved in the controversy with respect to which said judgment shall have been rendered, and all other provisions of this Ordinance shall remain in full force and effect.

Section 3. Inconsistent Ordinances Repealed.

All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed, but only to the extent of such inconsistencies.

Section 4. Effective Date.

This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law, and its provisions shall apply to all building permits applied for on or after the date of adoption and publication hereof as prescribed by law.

It is hereby certified that at a special meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on March 3, 2026, the foregoing Ordinance was duly adopted.

Township Clerk

The foregoing Ordinance, having been duly presented to me on March 4, 2026, I hereby approve the same.

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
KATHY L. CANALE	X			
JOSEPH CECERE	X			
STEPHEN WOLSKY	X			
MICHAEL DOCTEROFF	X			
MICHAEL CRUDELE	X			
ROBERT SCHOTT				X
MAYOR TEMPESTA (IF TIE)				

Appendix MM | Draft R-9B Multi-Family Residence Overlay District (Shoprite)

TOWNSHIP OF WEST CALDWELL

Ordinance No. XXXX By: TBD

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 20 "ZONING" TO ADD A NEW SUBSECTION 9H "R-9B MULTI-FAMILY RESIDENCE OVERLAY DISTRICT" AND TO SET FORTH THE STANDARDS AND CRITERIA APPLICABLE THERETO

WHEREAS, the Township of West Caldwell has a constitutional obligation to create a realistic opportunity for the construction of its fair share of the region's need for affordable housing; and

WHEREAS, on March 20, 2024, Governor Philip D. Murphy signed P.L.2024, c.2 into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.)("Amended FHA"); and

WHEREAS, the West Caldwell Planning Board adopted the 2025 Housing Element & Fair Share Plan on June 23, 2025, which was endorsed by the Township Council on June 24, 2025, pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1 et seq., which addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985; and

WHEREAS, two challenges were filed during the permitted challenge window, one by Fair Share Housing Center ("FSHC") on August 29, 2025 and one by Danbro Properties, LLC on August 30, 2025; and

WHEREAS, the Township participated in mediation to resolve the concerns raised in the two challenges; and

WHEREAS, the Township has entered into a Mediation Agreement with FSHC to address their issues and said Mediation Agreement requires the Township to create a new inclusionary residential overlay district on Block 2101, Lots 7 through 12.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of West Caldwell, in the County of Essex, as follows:

Section 1: Chapter 20 of the Township Code entitled "Zoning", Subsection 5.1 entitled "Zone Districts" is hereby amended and supplemented with the following underlined text:

R-9B Multi-Family Residence Overlay District
R-10 Planned Residence Overlay District

Section 2: Chapter 20 of the Township Code entitled "Zoning", is hereby amended and supplemented with a new Subsection 9H entitled "R-9B Multi-Family Residence Overlay District", which shall read as follows:

§20-9H **R-9B MULTI-FAMILY RESIDENCE OVERLAY DISTRICT.**

The following standards shall apply to the development within the R-9B Multi-Family Residence Overlay

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District. When the standards herein conflict with other provisions of Chapter 20, the standards herein shall apply.

§20-9H.1 **Principal Permitted Uses.**

a. Multi-family residential units, including stacked townhomes. Stacked townhomes shall be defined as a one-family unit in a row of three such units, where units are stacked on each other. Units may be multi-level; however, all units shall have common fire-resistant walls and have direct access from the outside.

§20-9H.2 **Permitted Accessory Uses.**

a. Off-street parking areas.

b. Residential amenities including, but not limited to, clubrooms, lounges, game rooms, mail rooms, leasing office, and similar interior common resident amenities incorporated into a larger building design. These accessory uses shall not be in stand-alone structures.

c. Fences and walls complying with Subsection 20-21.14.

d. Signs.

e. Trash enclosures.

f. Public and private utilities.

§20-9H.3 **Height, Area, Bulk and Other Requirements.**

a. Minimum Lot Area – 10 acres.

b. Minimum Lot Width – 750 feet.

c. Minimum Front Yard Setback – 40 feet.

d. Minimum Side Yard Setback Abutting a Non-residential Use – 30 feet.

e. Minimum Side Yard Setback Abutting a Residential Use – 50 feet.

f. Minimum Rear Yard Setback – 50 feet.

g. Maximum Building Height – 4 stories and 50 feet. However, buildings within 100 feet of the rear lot line, which is opposite of Passaic Avenue, shall be no more than 3 stories and 40 feet.

h. Maximum Building Coverage – 30%

i. Maximum Lot Coverage – 65%

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j. Maximum Density – 20 units per acre.

§20-9H.4 **Affordable Housing Requirements.**

a. A minimum of twenty percent of all units shall be set aside for low- (including very-low-) and moderate-income households, regardless of tenure, for all new multi-family residential developments of five units or more.

b. Affordable units shall be governed by deed restrictions ensuring long-term affordability controls in accordance with Chapter 23, Affordable Housing.

c. The development, unit distribution, income distribution, bedroom distribution, and marketing of all affordable units shall be undertaken consistent with Chapter 23, Affordable Housing, and all other applicable law, rules, and regulations, including applicable COAH regulations, the Fair Housing Act, and the Uniform Housing Affordability Controls in effect at the time of application. Affordable units shall comply with the Uniform Housing Affordability Controls in effect at the time of application.

d. The developer shall be responsible for all costs associated with the initial rental and/or sale of the affordable units, and for the continuing administration of the affordable units and the preservation of the creditworthiness of the units.

§20-9H.5 **Buffer.**

a. A minimum landscaped buffer of 50 feet shall be provided along the side and rear lot lines coincident with residential uses.

b. Existing trees and shrubs within the buffer shall remain, except those that are dead, diseased or invasive.

c. The existing plants within the buffer shall be supplemented as needed to provide a year-round screen. The buffer area shall provide, at a minimum:

   1. One shade tree for every 100 linear feet of buffer; and

   2. Two evergreen trees for every 50 linear feet of buffer.

   3. Twenty evergreen shrubs for every 50 linear feet of buffer.

   4. Existing trees and shrubs within the buffer area may be counted in fulfilling the required buffer planting.

d. Buffer plants shall be the following size at the time of planting:

   1. Shade trees shall be planted at a minimum three-inch caliper.

   2. Evergreen trees shall be planted at a minimum height of six feet.

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3. Evergreen shrubs shall be planted at a minimum height of three feet.

e. No more than 25% of the proposed plantings shall be of the same species and/or variety of plant.

f. Proposed buffer planting shall be arranged in a natural, staggered pattern and shall not be lined up in straight, single rows.

§20-9H.6 **Parking and Circulation Requirements.**

a. Parking shall be provided in accordance with the Residential Site Improvement Standards, except that the specified required parking spaces shall be minimums.

b. All internal roads and alleys shall comply with the Residential Site Improvement Standards.

c. Parking spaces shall measure nine feet wide by 18 feet long.

d. Parking areas shall comply with Subsections 20-23.3 and 20-23.5.

§20-9H.7 **Architecture.**

a. Buildings shall avoid long, monotonous, uninterrupted walls or roof planes. Building wall offsets, including projections such as canopies and recesses, shall be used in order to add architectural interest and variety and to relieve the visual effect of a simple, long wall. Similarly, in the case of a pitched roof, roofline offsets, dormers or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.

b. The maximum spacing between building wall offsets shall be 50 feet.

c. The minimum projection or depth of any individual vertical offset shall be one foot.

d. The maximum spacing between roof offsets shall be 50 feet.

e. The architectural treatment of the front facade shall be continued in its major features around all visibly exposed sides of a building. All sides of a building facing a public street shall be architecturally designed to be consistent with regard to style, materials, colors, and details.

f. Fenestration shall be architecturally compatible with the style, materials, colors, and details of the building. Windows shall be vertically proportioned.

g. All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, etc.

h. Heating, ventilating and air-conditioning systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties.

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i. All rooftop mechanical equipment, inclusive of solar equipment, shall be screened from view from all vantage points at grade or below the roof.

j. Placement of any packaged terminal air-conditioner units within the facade is prohibited.

k. Decks attached to a principal building shall be permitted along the rear façade of the structure. Patios attached to a principal building shall be permitted along the rear façade of the structure. Decks and patios are not permitted in minimum side or rear yard setbacks. Stoops, comprised of a platform with or without a small set of steps, which lead to the front entrance of a unit may project no more than four feet into the front yard setback.

§20-9H.8 **Landscaping.**

a. Street trees shall be provided on average every 50 feet. Street trees shall have a caliper of three inches at installation.

b. Parking areas containing a row of parking stalls running in a straight line for more than 20 spaces shall provide a landscaped island between every 20 spaces. Said island shall be no less than 162 square feet and landscaped with at least one shade tree and low ground cover. Said shade tree shall have a caliper of three inches at installation.

c. Parking spaces within 25 feet of an adjacent residential property line shall be screened with a six-foot-tall fence or evergreen trees of at least four feet in height to shield vehicular headlights.

d. Seventy-five percent of the perimeter of multi-family buildings and twenty-five percent of the perimeter of stacked townhome buildings shall be surrounded by a landscaped, planted strip at least three feet in width. Walkways leading to pedestrian entrances and driveways may cross this landscape strip.

e. Tree removal shall comply with Chapter 24, Tree Protection and Removal Standards.

§20-9H.9 **Lighting.**

a. Pedestrian walkways shall be illuminated with a minimum average of 0.5 footcandle.

b. Parking areas shall be illuminated with a minimum average of 1.0 footcandle.

c. Illumination shall not exceed 0.5 footcandle at the property line. However, this regulation shall not apply to entrance and/or exit driveways.

§20-9H.10 **Trash.**

a. All trash/recycling storage areas shall be enclosed on all four sides and screened. Trash may be stored inside the buildings/units.

§20-9H.11 **Signs.**

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a. Signs shall be permitted in accordance with Subsection 20-24.2 and 20-24.3.

b. One identification sign shall be permitted per parcel, which shall be free-standing, and no more than 40 square feet in size and 6 feet in height. Said sign may be internally or externally illuminated and shall be set back at least 10 feet from any property line.

Section 3. Severability.

If any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect or invalidate the remainder of the Ordinance, but shall be confined in its effect to this section, subsection, paragraph sentence or other part of this Ordinance directly involved in the controversy with respect to which said judgment shall have been rendered, and all other provisions of this Ordinance shall remain in full force and effect.

Section 4. Inconsistent Ordinances Repealed.

All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed, but only to the extent of such inconsistencies.

Section 5. Effective Date.

This Ordinance shall take effect upon approval by the Superior Court in conjunction with Docket No. ESX-L-601-25.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on MONTH DAY, 2026, the foregoing Ordinance was duly adopted.

_____
Mary S. Donovan, Township Clerk

The foregoing Ordinance, having been duly presented to me on MONTH DAY, 2026, I hereby approve the same.

_____
Joseph Tempesta, Jr., Mayor

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Appendix NN | Resolution 26-096, Affirmative Marketing Plan

Resolution

Resolution No. 26-096 By: Councilman Wolsky

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF WEST CALDWELL ADOPTING AFFIRMATIVE MARKETING PLAN

For the Meeting of March 3 in the Year of 2026

A RESOLUTION OF THE TOWNSHIP OF
WEST CALDWELL, ESSEX COUNTY, NEW JERSEY

WHEREAS, the Township of West Caldwell (the "Township") is constitutionally obligated under the Mount Laurel doctrine to provide a realistic opportunity for the construction of affordable housing for low- and moderate-income households; and

WHEREAS, the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., as amended by P.L. 2024, c.2 (the "Amended Fair Housing Act"), establishes procedures for municipalities to obtain judicial review and compliance certification of their affordable housing obligations; and

WHEREAS, the Township timely filed a Resolution of Participation in the Affordable Housing Dispute Resolution Program and a Fourth Round Declaratory Judgment action in the Superior Court of New Jersey, Law Division, seeking a determination of its Fourth Round affordable housing obligations and continued protection from exclusionary zoning litigation; and

WHEREAS, as part of its Fourth Round affordable housing requirements, the Township is required to adopt an updated Affirmative Marketing Plan; and

WHEREAS, the Township has prepared an updated Affirmative Marketing Plan that is consistent with the applicable statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of West Caldwell, County of Essex, State of New Jersey as follows:

1. The Township of West Caldwell ("Township") does hereby adopt the Affirmative Marketing Plan attached hereto as Exhibit A.

2. This Resolution shall take effect immediately upon adoption according to law.

It is hereby certified that at a regular meeting of the Mayor and Council of the Township of West Caldwell, New Jersey being held on the date of March 3, 2026, the foregoing Resolution was duly adopted.

Township Clerk

The foregoing Resolution, having been duly presented to me on March 4, 2026, I hereby **approve** the same.

Joseph Tempesta

Mayor

MEMBERS OF THE GOVERNING BODY	RECORDED VOTE			
	YES	NO	ABSTAIN	ABSENT
KATHY L. CANALE	X			
JOSEPH CECERE	X			
STEPHEN WOLSKY	X			
MICHAEL DOCTEROFF	X			
MICHAEL CRUDELE	X			
ROBERT SCHOTT				X
MAYOR TEMPESTA (IF TIE)				

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 2)**

I. APPLICANT AND PROJECT INFORMATION
(Complete Section I individually for all developments or programs within the municipality.)

Administrative Agent Name, Address, Phone Number Frank Piazza Piazza & Associates 216 Rockingham Row Princeton, NJ 08540 (609) 786-1100	Development or Program Name, Address TBD	
Number of: Affordable Units Total	Affordable Rental Units TBD	Affordable For-Sale Units TBD
Affordable Age Restricted Units	TBD	TBD
Affordable Non-Age Restricted Units	TBD	TBD
Affordable Supportive Housing Units	TBD	TBD
Price or Rental Range From: TBD To: TBD	Approximate Starting Dates Advertising: TBD	Occupancy: TBD
Counties **Essex, Morris, Union, Warren**	Preferences, if any: TBD	
Managing/Sales Agent's Name, Address, Phone Number TBD		
Application Fees (if any): TBD		

A spreadsheet with information about all units, including number of bedrooms, income level, rent or price, accessibility features, and square footage must be attached to this plan.
Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.

II. RANDOM SELECTION

Describe the random selection process that will be used once applications are received.

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

After advertising is implemented, applications are accepted for 60 days. The applications are prescreened for eligibility. Applicants that are deemed, at this stage, to be ineligible are sent a notice and given an opportunity to clarify or correct any information. This will be done in writing.

Prescreened applications are entered into a data base and sorted by the unit size and affordability type that is appropriate. Applicants are sent letters as to their eligibility during this preliminary application stage.

Prior to the randomized selection, a list of applicants will be sent to the Municipal Housing Liaison (MHL) in the order to which the random numbers will be applied. This list should be maintained in the file so that the MHL can verify the

establishment of the order of the list in advance of the random selection.

At the end of the 60-day period, the Administrative Agent arranges a time and date for the random selection process to take place. The MHL and a representative of the developer are invited and encouraged to attend. An announcement of the time and date is made by way of an email blast to those applicants who voluntarily sign up for this service through www.HousingOuest.com.

It is important to note that applicants need not be present at the random selection, and that there is no advantage given those applicants who do attend.

At the random selection, a website is used to generate a random list of numbers. The numbers are applied to the list in the order that was prearranged. A copy of the random numbers and the final list are sent to the MHL for verification and file.

All applicants are assigned a random number. A random number does not guarantee that the applicant will be deemed eligible. Applicants who submit more than one application and receive more than one priority number will forfeit the lower number with the highest priority.

When units become available, final applications are sent in the prioritized order as specified previously. The Administrative Agent can keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. Any applicants added after the initial random selection shall be placed at the end of the existing priority list and shall not alter the randomized order of previously selected applicants. On-going marketing is done primarily through www.HousingOuest.com.

If there are sufficient names remaining in the pool to fill future re-rental, the applicant pool shall be closed.

When the applicant pool is close to being depleted, the Administrative Agent will re-open the pool and conduct a new random selection process after fulfilling the affirmative marketing requirements. The new applicant pool will be added to the remaining list of applicants.

For future re-rentals only, the Administrative Agent can keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. On-going marketing is done primarily through www.HousingQuest.com.

III. MARKETING

Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic ☐ Black (non-Hispanic) X Hispanic ☐ American Indian or Alaskan Native

X Asian or Pacific Islander ☐ Other group:

REQUIRED

5:80-26.16(g)1 requires you to advertise your project on the New Jersey Housing Resource Center for at least sixty days before conducting the random selection.

X **HOUSING RESOURCE CENTER** (www.njhousing.gov) A free, online listing of affordable housing

Regional Newspapers

5:80-26.16(g)3 requires you to advertise your project in at least one regional newspaper (either online or in print). You may also select several papers with partial regional coverage, as long as all counties in the region are covered.

TARGETS ENTIRE HOUSING REGION 2
Daily Newspaper

X	Star-Ledger (online only)	https://www.nj.com/starledger/	Essex, Morris, Union, Warren
TARGETS PARTIAL HOUSING REGION 2			
☐	Daily Record	https://www.dailyrecord.com/	Morris
☐	Lehigh Valley News	https://www.lehighvalleynews.com/	Warren
Weekly Newspaper			
☐	Belleville Times	https://enewspaper.northjersey.com/ee/bellevilletimes//	Essex
☐	The Jersey Bee	https://jerseybee.org/	Essex
☐	Essex News Daily	https://essexnewsdaily.com/	Essex, Union
☐	Morris News Bee	https://www.newjerseyhills.com/morris_news_bee/	Morris
☐	Hanover Eagle	https://www.newjerseyhills.com/hanover_eagle/	Morris
☐	Independent Press	https://www.nj.com/independentpress	Morris, Union, Essex
☐	Cranford Monthly	https://rennamedia.com/publications/cranford-monthly/	Union
☐	Union News Daily	https://unionnewsdaily.com/	Union
☐	Spirit of Union	https://rennamedia.com/	Union
☐	Warren Monthly	https://rennamedia.com/publications/warren-monthly/	Warren
☐	Warren News	https://www.nj.com/warren/	Warren
☐	Warren Daily Voice	https://dailyvoice.com/nj/warren/	Warren

Housing Search Websites

5:80-26.16(g)4 requires you to advertise your project on at least one housing search website in addition to the NJHRC. This can include the AA website. List below all housing search websites to be used:

https://www.piazzanj.com/propertydirectory/

If you selected a print newspaper(s) as your regional paper above, select TWO additional strategies below with AT LEAST ONE NON-DIGITAL MARKETING STRATEGY.

If you selected a digital newspaper(s) as your regional paper above, select AT LEAST TWO NON-DIGITAL MARKETING STRATEGIES below.

X Specific Radio and Television Stations

5:80-26.16(e)1 lists specific radio stations, and television stations throughout the housing region as marketing opportunities. If choosing this option, make sure your proposed stations cover the entire region. You may add more if desired. List the selected publications below or attach a list from the Marketing Outreach Tool.

X	WQXR-FM 96.3
X	WAWZ 99.1

☐	
☐	

Paid Targeted Digital Advertising

5:80-26.16(e)1 offers paid targeted digital advertising as an option. Some common platforms are listed below.

☐	Google Ads
☐	Microsoft Ads
☐	Bing Ads
☐	Other (please list)

☐ **Specific Newspapers and Other Publications**

5:80-26.16(e)2 lists "specific newspapers and other publications circulated within the housing region" as an option, including neighborhood-oriented weekly papers, religious publications, and organizational newsletters. If choosing this option, make sure your proposed publications cover the entire region. You may add more if desired. List the selected publications below or attach a list from the Marketing Outreach Tool.

☐	
☐	
☐	
☐	

☐ **Employers Throughout the Housing Region**

5:80-26-16(e)3 offers outreach to regional employers as an option. A comprehensive and regularly updated list of employers is available in the Marketing Outreach Tool. Please reach out to each listed employer in the region; you may add more if desired. If an employer no longer exists or has moved, please inform DCA.

☐ **Community Organizations Throughout the Housing Region**

5:80-26-16(e)4 offers community and regional organizations as an option, including nonprofit, religious, governmental, fraternal, civic, and other organizations. A comprehensive and regularly updated list of organizations is available in the Marketing Outreach Tool. Please reach out to each listed organization in the region. You may add more if desired. If an organization no longer exists or has moved, please inform DCA.

X ***Municipal and County Websites***

5:80-26-16(e)5 offers municipal and county website advertising as an option. Insert the URL for the municipality. To ensure regional outreach, advertise in all county websites listed below.

Municipality: https://www.westcaldwell.com/pages/affordable-housing

☐ **Social Media**

5:80-26.16(e)6 offers social media as an option. Some common platforms are listed below. You may place ads on these platforms or market for free on your own page.

☐	Facebook
☐	TikTok

☐	Instagram
☐	Reddit
☐	YouTube
☐	Snapchat
☐	Other (please list)

☐ **Public Transit Stops**

A comprehensive and regularly updated list of NJ Transit stops is available at https://www.nj.gov/dca/hmfa/about/has/, or in map form at njogis-newjersey.opendata.arcgis.com. Note that you **must** get permission from NJ Transit to post flyers.

☐ **Other Advertising Efforts to Groups Least Likely to be Reached**

IV. APPLICATIONS

Applications for affordable housing or notices thereof, if offered online, for the above units will be available in all County Administration Buildings and Libraries for all counties in the housing region:

	BUILDING	LOCATION
X	Morris County Administration	PO Box 900, Morristown, NJ 07963 (973)285-6000
X	Morris County Library	30 East Hanover Avenue, Whippany, NJ 07981 (973)285-6930
X	Warren County Administration	165 County Route 519 South, Belvidere, New Jersey 07823 (908)475-6200
X	Warren County Library Administrative Offices	2 Shotwell Dr., Belvidere, NJ 07823 (908) 818-1280
X	Essex County/Hall of Records	465 Dr. Martin Luther King, Jr. Blvd, Newark, NJ 07102 (973)621-4400
X	Essex County Library	303 University Avenue, Newark, NJ 07102 (973) 877-3233
X	Union County/Administration Building	10 Elizabethtown Plaza, Elizabeth, NJ 07202 (908)527-4100
X	Union County Library	1980 Morris Avenue, Union, NJ 07083 (908) 851-5450

Municipality in which the units are located (list municipal building and municipal library, address, contact person)

Municipal Building, 30 Clinton Road, West Caldwell, NJ 07006, Deborah Gill, MHL

West Caldwell Public Library, 30 Clinton Road, West Caldwell, NJ 07006

Sales/Rental Office for units (if applicable)

TBD

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Municipality's compliance and/or any state funding.

_____

Name (Type or Print)

_____

Title/Municipality

_____

Signature Date

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