



Kyle Planning and Design

June 7, 2010

Mr. Sean Thompson (via overnight mail)
Acting Executive Director
New Jersey Council on Affordable Housing
101 South Broad Street
PO Box 803
Trenton, NJ 08628

Re: Petition for Substantive Certification
Borough of Alpha – Warren County, NJ

Dear Mr. Thompson:

Pursuant to COAH's Substantive Rules and the requirements of the Highlands Council, attached you will find the Borough of Alpha's Housing Element and Fair Share Plan and petition for substantive certification

Should you require additional information or have any questions, please feel free to contact me

Sincerely,

James T. Kyle, PP/AICP
Principal

Cc: NJ Highlands Council (via overnight mail)
Dolores Hanisak, Planning Board Secretary
David Maski, Van Cleef Engineering Associates
Warren County Planning Board

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STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
COUNCIL ON AFFORDABLE HOUSING
PETITION APPLICATION



This application is a guideline for creating a Housing Element and Fair Share Plan. A completed version of this application must be submitted as part of your petition for substantive certification to COAH. This application will be used by COAH staff to expedite review of your petition. This application can serve as your municipality's Fair Share Plan. A brief narrative component of the Fair Share Plan should be included with this application and can serve primarily to supplement the information included in the application form. Additionally, the narrative section of the Fair Share plan would include a description of any waivers being requested.

This form reflects COAH's newly adopted procedural and substantive rules and the amendments to those rules adopted on September 22, 2008. Footnotes and links to some helpful data sources may be found at the end of each section.

MUNICIPALITY

Alpha Borough

COUNTY
PLANNING
AREA(S)

COAH REGION

2

SPECIAL RESOURCE AREA(S)

PREPARER NAME

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TITLE

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MUNICIPAL HOUSING
LIAISON

Laurie Barton

TITLE

clerk

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ADDRESS

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908-454-4083

Enter the date(s) that COAH granted Substantive Certification or that the Court granted a Judgment of Compliance (JOC) on the Housing Element and Fair Share Plan

History of Approvals

COAH

JOC

N/A

First Round

—

—

☒

Second Round

—

—

☐

Extended Second Round

—

—

☐

Does the Petition include any requests for a waiver from COAH Rules?

☒ Yes

☐ No

If Yes, Please note rule section from which waiver is sought and describe further in a narrative section. 5: 97-34(b)

FILING/PETITION DOCUMENTS (N.J.A.C. 5:96-2.2/3.2 & N.J.A.C. 5:97-2.3/3.2)

All of the following documents must be submitted in order for your petition to be considered complete. Some documents may be on file with COAH. Please denote by marking the appropriate box if a document is attached to the Housing Element and Fair Share Plan or if you are using a document on file with COAH from your previous third round submittal to support this petition. Shaded areas signify items that must be submitted anew.

Included	On File	Required Documentation/Information
<input checked="" type="checkbox"/>		Certified Planning Board Resolution adopting or amending the Housing Element & Fair Share Plan
<input checked="" type="checkbox"/>		Certified Governing Body Resolution endorsing an adopted Housing Element & Fair Share Plan and either (check appropriate box) <input checked="" type="checkbox"/> Petitioning <input type="checkbox"/> Filing <input type="checkbox"/> Re-petitioning <input type="checkbox"/> Amending Certified Plan
<input checked="" type="checkbox"/>		Service List (in the new format required by COAH)
<input checked="" type="checkbox"/>		Adopted Housing Element & Fair Share Plan narrative (including draft and/or adopted ordinances necessary to implement the Plan)
<input type="checkbox"/> N/A		If applicable, Implementation Schedule(s) with detailed timetable for the creation of units and for the submittal of all information and documentation required by N.J.A.C. 5:97-3.2(a)4
<input type="checkbox"/> N/A	<input checked="" type="checkbox"/>	If applicable, Litigation Docket No., OAL Docket No., Settlement Agreement and Judgment of Compliance or Court Master's Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Municipal Master Plan (most recently adopted; if less than three years old, the immediately preceding, adopted Master Plan)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Municipal Zoning Ordinance (most recently adopted) Date of Last Amendment _____ Date of Submission to COAH _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Municipal Tax Maps (most up-to-date, electronic if available) Date of Last Revision: _____ Date of Submission to COAH: _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other documentation pertaining to the review of the adopted Housing Element & Fair Share Plan(list): _____

FOR OFFICE USE ONLY

Date Received _____ Affidavit of Public Notice _____ Date Deemed Complete/Incomplete _____ Reviewer's Initials _____

¹ Pursuant to N.J.S.A. N.J.S.A. 52:27D-307, as amended by PL 2008 c. 46, any residential development resulting from a zoning change made to a previously non-residentially-zoned property, where the change in zoning precedes or follows the application for residential development by no more than 24 months, shall require that a percentage be reserved for occupancy by low or moderate income households.

HOUSING ELEMENT
(N.J.A.C. 5.97-2 & N.J.S.A. 40.55D-1 et seq.)

The following issues and items must be addressed in the Housing Element for completeness review. Where applicable, provide the page number(s) on which each issue and/or item is addressed within the narrative Housing Element.

- 1 The plan includes an inventory of the municipality's housing stock by¹

- ☒ Age,
- ☒ Condition;
- ☒ Purchase or rental value,
- ☒ Occupancy characteristics; and
- ☒ Housing type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated

☒ Yes, Page Number 13 ☐ No (incomplete)

- 2 The plan provides an analysis of the municipality's demographic characteristics, including, but not necessarily limited to².

- ☒ Population trends
- ☒ Household size and type
- ☒ Age characteristics
- ☒ Income level
- ☒ Employment status of residents

☒ Yes, Page Number: 7 ☐ No (incomplete)

- 3 The plan provides an analysis of existing and future employment characteristics of the municipality, including but not limited to³

- ☒ Most recently available in-place employment by industry sectors and number of persons employed,
- ☒ Most recently available employment trends, and
- ☒ Employment outlook

☒ Yes, Page Number 19 ☐ No (incomplete)

4. The plan includes a determination of the municipality's present and prospective fair share for low and moderate income housing and an analysis of how existing or proposed changes in zoning will provide adequate capacity to accommodate residential and non-residential growth projections AND

The analysis covers the following

- ☒ The availability of existing and planned infrastructure;
- ☐ The anticipated demand for the types of uses permitted by zoning based on present and anticipated future demographic characteristics of the municipality,
- ☐ Anticipated land use patterns;
- ☐ Municipal economic development policies,
- ☐ Constraints on development including State and Federal regulations, land ownership patterns, presence of incompatible land uses or sites needing remediation and environmental constraints, and
- ☐ Existing or planned measures to address these constraints

☒ Yes, Page Number 30 ☐ No (incomplete)

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

☒ Yes, Page Number 30 ☐ No (incomplete)

6. The plan relies on household and employment projections for the municipality as provided in Appendix F of COAH's rules (if yes check the yes box below and check no in lines 6a-8).

☐ Yes, Page Number ☒ No (go to 6a)

- 6a. The Plan relies on higher household and employment projections for the municipality as permitted under N.J.A.C. 5 97-2 3(d) (optional - see Fair Share Plan section starting on page 7 of this application).

☒ Yes (go to 7 and 8) ☐ No (go to 6b)

- 6b. The Plan relies on a request for a downward adjustment to household and employment projections for the municipality as provided in N.J.A.C. 5 97-5 6 (optional - see Fair Share Plan section starting on page 7 of this application).

☐ Yes, Page Number: _____ ☐ No

7. If the municipality anticipates higher household projections than provided by COAH in Appendix F, the plan projects the municipality's probable future construction of housing for fifteen years covering the period January 1, 2004 through December 31, 2018 using the following minimum information for residential development:

- ☒ Number of units for which certificates of occupancy were issued since January 1, 2004,
- ☒ Pending, approved and anticipated applications for development,
- ☒ Historical trends, of at least the past 10 years, which includes certificates of occupancy issued; and
- ☒ The worksheet for determining a higher residential growth projection provided by COAH (Worksheets are available at www.nj.gov/dca/affiliates/coah/resources/gsworksheets.html)

☒ Yes, Page Number: 25-28

☐ No (incomplete)

☐ Not applicable (municipality accepts COAH's projections)

8 If the municipality anticipates higher employment projections than provided by COAH in Appendix F, the plan projects the probable future jobs based on the use groups outlined in Appendix D for fifteen years covering the period January 1, 2004 through December 31, 2018 for the municipality using the following minimum information for non-residential development.

- ☐ Square footage of new or expanded non-residential development authorized by certificates of occupancy issued since January 1, 2004,
- ☐ Square footage of pending, approved and anticipated applications for development;
- ☐ Historical trends, of at least the past 10 years, which shall include square footage authorized by certificates of occupancy issued,
- ☐ Demolition permits issued and projected for previously occupied non-residential space, and
- ☐ The worksheet for determining a higher non residential growth projection provided by COAH.

☒ Yes, Page Number 28 ☐ No (incomplete)

☐ Not applicable (municipality accepts COAH's projections)

9 The plan addresses the municipality's

- ☒ Rehabilitation share (from Appendix B),
- ☒ Prior round obligation (from Appendix C), and
- ☒ Projected growth share in accordance with the procedures in N.J.A.C. 5:97-2.4,

☒ Yes, Page Number 32 ☐ No (incomplete)

10. If applicable, the plan includes status of the municipality's application for plan endorsement from the State Planning Commission

☐ Yes, Page Number _____ ☐ No (incomplete) ☒ Not Applicable

Petition date _____ Endorsement date _____

¹ Information available through the U.S. Census Bureau at

http://factfinder.census.gov/servlet/AC?_ssafFHousing?_sse-on&_submenuId=housing_0

² Information available through the U.S. Census Bureau at <http://factfinder.census.gov/home/saff/main.html>

³ Information available through the New Jersey Department of labor at

<http://www.wmponet.org/OneStopCareerCenter/LaborMarketInformation/hm14/index.html>

FAIR SHARE PLAN (N.J.A.C. 5:97-3)

Please provide a summary of the Fair Share Plan by filling out all requested information. Enter N/A where the information requested does not apply to the municipality. A fully completed application may serve as the actual Fair Share Plan. A brief narrative should be attached to supplement the information included in the application form. Additionally, the narrative section of the Fair Share plan would fully describe, under a separate heading, any waivers that are being requested.

Determining the 1987-2018 Fair Share Obligation

The following tables will assist you in determining your overall 1987-2018 fair share obligation. For each cycle of the affordable housing need and rehabilitation share, please use the "need" column to enter the number of units addressed in the municipal petition. Where the municipality has received and/or is proposing any adjustments to its rehabilitation share, prior round and/or growth share obligation, use the footnotes providing rule references and follow the procedures for determining the municipal need and/or for calculating any adjustments applicable to the municipality. Enter the affordable housing need as provided by COAH or that results from the adjustment under the "Need" column.

Line		Need
1	<input type="radio"/> Rehabilitation Share (From N.J.A.C. 5:97 Appendix B) OR	<u>2</u>
2	<input type="radio"/> Optional Municipally Determined Rehabilitation Share (If a municipally determined rehabilitation share is being used, attach the survey results as an exhibit to this application and indicate that it is attached as Exhibit _____)	_____
		<u>Need</u>
3	<input type="radio"/> Prior Round (1987-1999) Affordable Housing Obligation (From N.J.A.C. 5:97 Appendix C)	<u>13</u>
	<input type="radio"/> Prior Round Adjustments:	
	<input type="radio"/> 20% Cap Adjustment	_____
	<input type="radio"/> 1000 Unit Cap Adjustment	_____
4	Total Prior Round Adjustments	_____
5	Adjusted Prior Round Obligation: (Number in Appendix C minus Total Prior Round Adjustment(s))	<u>13</u>
6	<input type="radio"/> Prior Round Vacant Land Adjustment (Unmet Need) Realistic Development Potential(RDP) ¹	_____

¹ RDP = Adjusted Prior Round Obligation minus Vacant Land Adjustment

Determining the Growth Share Obligation

All municipalities must complete the "COAH projections" table below. Only municipalities that anticipate higher projections or that are seeking a growth projection adjustment based on a demonstration that insufficient land capacity exists to accommodate COAH projections need complete the corresponding additional table. COAH has published three workbooks in Excel format to assist with preparing this analysis. All municipalities must complete Workbook A. Workbook B must be used when the municipality anticipates that its growth through 2018 is likely to exceed the growth through 2018 that has been projected by COAH and the municipality wants to plan accordingly. Workbook C must be used by municipalities seeking a downward adjustment to the COAH-generated growth projections based on an analysis of municipal land capacity. Workbooks may be found at the following web location

www.nj.gov/dca/affiliates/coah/resources/gsworksheets.html

The applicable workbook has been completed and is attach to this application as ^{Appendix} Exhibit

Line ○ *Required 2004-2018 COAH Projections and Resulting Projected Growth Share*

Household Growth (From Appendix E)	_____	Employment Growth (From Appendix F)	_____
Household Growth After Exclusions (From Workbook A)	_____	Employment Growth After Exclusions (From Workbook A)	_____
Residential Obligation (From Workbook A)	_____	Non-Residential Obligation (From Workbook A)	_____
7	Total 2004-2018 Growth Share Obligation		_____

○ *Optional 2004-2018 Municipal Projections Resulting in Higher Projected Growth Share*

Household Growth After	<u>14</u>	Employment Growth After	<u>179</u>
Exclusions (From Workbook B)	_____	Exclusions (From Workbook B)	_____
Residential Obligation (From Workbook B)	<u>2.86</u>	Non-Residential Obligation (From Workbook B)	<u>11.17</u>
8	Total 2004-2018 Projected Growth Share Obligation		<u>14</u>

○ *Optional Municipal Adjustment to 2004-2018 Projections and Resulting Lower Projected Growth Share*

Household Growth After	_____	Employment Growth After	_____
Exclusions (From Workbook C)	_____	Exclusions (From Workbook C)	_____
Residential Obligation (From Workbook C)	_____	Non-Residential Obligation (From Workbook C)	_____
9	Total 2004-2018 Growth Share Obligation		_____
10	Total Fair Share Obligation (Line 1 or 2 + Line 5 or 6 + Line 7, 8 or 9)		<u>29</u>

Summary of Plan for Total 1987-2018 Fair Share Obligation

(For each mechanism, provide a description in the Fair Share Plan narrative. In the table below, specify the number of completed or proposed units associated with each mechanism.)

	Completed	Proposed	Total
Rehabilitation Share			<u>2</u>
<i>Less: Rehabilitation Credits</i>	<u>2</u>		<u> </u>
Rehab Program(s)		<u> </u>	<u> </u>
Remaining Rehabilitation Share			<u>0</u>
Prior Round (1987-1999 New Construction) Obligation			<u>13</u>
<i>Less: Vacant Land Adjustment (If Applicable)</i>			
<i>(Enter unmet need as the adjustment amount. Unmet need = Prior round obligation minus RDP):</i>			
Unmet Need			
RDP	<u> </u>	<u> </u>	<u> </u>
Mechanisms addressing Prior Round			
Prior Cycle Credits (1980 to 1986)			
Credits without Controls	<u> </u>	<u> </u>	<u> </u>
Inclusionary Development/Redevelopment		<u>6</u>	<u>6</u>
100% Affordable Units	<u> </u>	<u> </u>	<u> </u>
Accessory Apartments	<u> </u>	<u> </u>	<u> </u>
Market-to-Affordable	<u> </u>	<u> </u>	<u> </u>
Supportive & Special Needs	<u>7</u>	<u> </u>	<u>7</u>
Assisted Living	<u> </u>	<u> </u>	<u> </u>
RCA Units previously approved	<u> </u>	<u> </u>	<u> </u>
Other	<u> </u>	<u> </u>	<u> </u>
Prior Round Bonuses	<u> </u>	<u> </u>	<u> </u>
Remaining Prior Round Obligation	<u> </u>	<u> </u>	<u>14</u>
Third Round Projected Growth Share Obligation			
<i>Less: Mechanisms addressing Growth Share</i>			
Inclusionary Zoning	<u> </u>	<u>10</u>	<u> </u>
Redevelopment	<u> </u>	<u> </u>	<u> </u>
100% Affordable Development	<u> </u>	<u> </u>	<u> </u>
Accessory Apartments	<u> </u>	<u> </u>	<u> </u>
Market-to-Affordable Units	<u> </u>	<u> </u>	<u> </u>
Supportive & Special Need Units	<u>7</u>	<u> </u>	<u> </u>
Assisted Living: post-1986 Units	<u> </u>	<u> </u>	<u> </u>
Other Credits	<u> </u>	<u> </u>	<u> </u>
Compliance Bonuses	<u> </u>	<u> </u>	<u> </u>
Smart Growth Bonuses	<u> </u>	<u> </u>	<u> </u>
Redevelopment Bonuses	<u> </u>	<u> </u>	<u> </u>
Rental Bonuses	<u> </u>	<u> </u>	<u> </u>
Growth Share Total	<u> </u>	<u> </u>	<u>17</u>
Remaining (Obligation) or Surplus	<u> </u>	<u> </u>	<u>+3</u>

PARAMETERS¹

Prior Round 1987-1999			
RCA Maximum	<u>7</u>	RCA's Included	<u>6</u>
Age-Restricted Maximum	<u> </u>	Age-Restricted Units Included	<u>6</u>
Rental Minimum	<u>3</u>	Rental Units Included	<u>7</u>

Growth Share 1999-2018			
Age-Restricted Maximum	<u>4</u>	Age-Restricted Units Included	<u>6</u>
Rental Minimum	<u>4</u>	Rental Units Included	<u>7</u>
Family Minimum	<u>7</u>	Family Units Included	<u>7</u>
Very Low-Income Minimum ²	<u>2</u>	Very Low-Income Units Included	<u>2</u>

¹ Pursuant to the procedures in N.J.A.C. 5:97-3.10-3.12

² Pursuant to N.J.S.A. 52:27D-329.1, adopted on July 17, 2008, at least 13 percent of the housing units made available for occupancy by low-income and moderate income households must be reserved for occupancy by very low income households.

Summary of Built and Proposed Affordable Housing

Provide the information requested regarding the proposed program(s), project(s) and/or unit(s) in the Fair Share Plan. Use a separate line to specify any bonus associated with any program, project and/or unit in the Plan. As part of completeness review, all monitoring forms must be up-to-date (i.e. 2007 monitoring must have been submitted previously or included with this application) and all proposed options for addressing the affordable housing obligation must be accompanied by the applicable checklist(s) (found as appendices to this application). Enter whether a project is proposed or completed and attach the appropriate form or checklist for each mechanism as appendices to the plan. Please note that bonuses requested for the prior round must have been occupied after December 15, 1986 and after June 6, 1999 for the third round.

Please make sure that a corresponding mechanism checklist is submitted for each mechanism being employed to achieve compliance. Separate checklists for each mechanism are available on the COAH website at www.nj.gov/dca/affiliates/coah/resources/checklists.html.

Table 1. Projects and/or units addressing the Rehabilitation Share

Project/Program Name	Proposed (use Checklists) or Completed (use <u>Rehabilitation Unit Survey Form</u>)	Rental, Owner Occupied or Both	Checklist or Form Appendix Location ¹
1. <u>Alpha Group Home</u>			
2. <u>Warren County Public</u>	<u>Survey</u>	<u>Owner</u>	<u>Appendix</u>
3. _____	_____	_____	_____

¹ If all completed units have already been reported to COAH as part of 2007 monitoring or subsequent CTM updates, there is no need to re-submit Rehabilitation Unit Survey Forms. If additional units have been completed subsequent to 2007 monitoring, the municipality may submit updated forms. If the plan relies only on completed units previously reported via 2007 monitoring, enter "on file" in this column.

Table 2. Programs, Projects and/or units addressing the Prior Round.

Project/Program Name	Mechanism or Bonus Type	Proposed (use checklists) or Completed (use Project/Unit Program)	Units Addressing Obligation (Note with "BR" where Special Needs bedrooms apply)	Number Addressing Rental Obligation)	Number Subject to Age-Restricted Cap	Checklist or Form Appendix Location
1 Alpha Group Home	Supportive	Information Forms Completed	7 (BR)	7	0	Appendix
2 Grande @ Delview	Indefinite	Proposed	6	0		
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Subtotal from any additional pages used						
Total units (proposed and completed)			13			
Total rental			7			
Total age-restricted			0			
Total very-low			7			
Total bonuses			0			

Please add additional sheets as necessary.

¹ If all completed units have already been reported to COAH as part of 2007 monitoring or subsequent CTM updates, there is no need to re-submit the monitoring forms. If additional units have been completed subsequent to 2007 monitoring, the municipality may submit updated forms. If the plan relies only on completed units previously reported via 2007 monitoring enter "on file" in this column.

Table 3. Programs, Projects and/or Units Addressing the Third Round.

Project Name	Mechanism or Bonus Type	Proposed (use checklist(s)) or Completed (use Project/Unit Program Information Form)	Units Addressing Obligation (Note with "BR" where Special Needs bedrooms apply)	Units Addressing Rental Obligation	Units Addressing Family Obligation	Units Subject to Age-restricted Cap	Checklist or Form Appendix Location ¹
16. Age of Warner Co	Supportive	Information Form	4 (BR)	4	✓		Appendix A
17. Alternatives Homes 2007	Supportive	Completed	3 (BR)	3	✓		Appendix A
18. Seeds @ Parkview	Indemnity	Proposed	10	0	10		Appendix A
19.							
20.							
21.							
22.							
23.							
24.							
25.							
26.							
27.							
28.							
29.							
30.							
Subtotal from any additional pages used			Total units (proposed and completed)				
Total family units			Total rental units				
Total age-restricted units			Total family rental units				
Total Supportive/Special Needs units			Total very-low units				
Total Special Needs bedrooms			Total bonuses				
Please add additional sheets as necessary.							

¹ If all completed units have already been reported to COAH as part of 2007 monitoring or subsequent CTM updates, there is no need to re-submit monitoring forms. If additional units have been completed subsequent to 2007 monitoring, the municipality may submit updated forms. If the plan relies only on completed units previously reported via 2007 monitoring, enter "on file" in this column.

Please answer the following questions necessary for completeness review regarding the municipality's draft and/or adopted implementing ordinances.

- 1 Does the municipality have an affordable housing trust fund account? (Note: Pursuant to P.L. 2008 c.46, municipalities that do not submit a fully executed escrow agreement will forfeit the ability to retain development fees.)

☐ Yes, Bank Name _____

(Choose account type) ☐ Separate interest-bearing account

☐ State of New Jersey cash management fund

☒ No (Skip to the Affordable Housing Ordinance section)

- 2 Has an escrow agreement been executed? ☐ Yes ☐ No
(If no, petition is incomplete. Submit an executed escrow agreement.)

- 3 Is all trust fund monitoring up-to-date as of December 31, 2007? ☐ Yes ☐ No
(If no, petition is incomplete. Submit an updated trust fund monitoring report.)

- 1 Does the Fair Share Plan include a proposed or adopted development fee ordinance? (Note: Pursuant to P.L. 2008 c.46, municipalities that do not submit a development fee ordinance will forfeit the ability to retain non-residential development fees)

☐ Yes,

☐ Adopted OR ☐ Proposed

☒ No Skip to the next category; Payments-in-Lieu

2. If adopted, specify date of COAH/Court approval here: _____

- Have there been any amendments to the ordinance since COAH or the Court approved the ordinance?

☐ Yes. Ordinance Number. _____ Adopted on¹ _____

☐ No (Skip to the next category; Payments-in-Lieu)

- If yes, is the amended ordinance included with your petition?

☐ Yes

☐ No, (Petition is incomplete. Submit ordinance with governing body resolution requesting COAH approval of amended ordinance)

- 3 Does the ordinance follow the ordinance model **updated September 2008** and available at www.nj.gov/dca/affiliates/coah/resources/plansources.html? If yes, skip to question 5.
- ☐ Yes ☐ No

- 4 If the answer to 3 above is no, indicate that the necessary items below are addressed before submitting the Development Fee ordinance to COAH

Information and Documentation

The ordinance imposes a residential development fee of ____% and a Non-residential fee of 2.5 %

- ☐ A description of the types of developments that will be subject to fees per N.J.A.C. 5:97-8.3(c) and (d);
- ☐ A description of the types of developments that are exempted per N.J.A.C. 5:97-8.3(e)
- ☐ A description of the amount and nature of the fees imposed per N.J.A.C. 5:97-8.3(c) and (d)
- ☐ A description of collection procedures per N.J.A.C. 5:97-8.3(f)
- ☐ A description of development fee appeals per N.J.A.C. 5:97-8.3(g)
- ☐ A provision authorizing COAH to direct trust funds in case of non-compliance per N.J.A.C. 5:97-8.3(h)
- ☐ If part of a court settlement, submit court ordered judgment of compliance, implementation ordinances, information regarding period of time encompassed by the judgment of compliance and a request for review by the court

- 5 Does the ordinance include an affordability assistance provision per N.J.A.C. 5:97-8.8 (Note: **must be at least 30 percent of all development fees plus interest**)?

☐ Yes (Specify actual or anticipated amount) \$_____

☐ No **Submit an amended ordinance with provisions for affordability assistance along with a governing body resolution requesting COAH approval of the amended ordinance.)**

- If yes, what kind of assistance is offered?

- Has an affordability assistance program manual been submitted? ☐ Yes ☐ No

¹ Any amendment to a previously approved and adopted development fee ordinance must be submitted to COAH along with a resolution requesting COAH's review and approval of the amendment prior to the adoption of said amendment by the municipality.

- 1 Does the Fair Share Plan include an inclusionary zoning ordinance that provides for payments-in-lieu as an option to the on-site construction of affordable housing?

☐ Yes ☒ No (Skip to the next category: Barrier Free Escrow)

- 2 Does the plan identify an alternate site and/or project for the payment-in-lieu funds? (Optional)

☐ Yes (attach applicable checklist)

☐ No (identify possible mechanisms on which payment in lieu will be expended in narrative section of plan.)

- 3 Does the ordinance include minimum criteria to be met before the payments-in-lieu becomes an available option for developers? (Optional)

☐ Yes (indicate ordinance section) _____

☐ No

- 1 Has the municipality collected or does it anticipate collecting fees to adapt affordable unit entrances to be accessible in accordance with the Barrier Free Subcode, N.J.A.C. 5:23-7?

☐ Yes ☒ No

- 2 Does the municipality anticipate collecting any other funds for affordable housing activities?

☐ Yes (specify funding source and amount) _____

☒ No

1. Does the petition include a Spending Plan? (Note: Pursuant to P.L. 2008 c.46, municipalities that do not submit a Spending Plan will forfeit the ability to retain development fees.)
☐ Yes ☒ No
2. Does the Spending Plan follow the Spending Plan model updated October 2008 and available at www.nj.gov/dca/affiliates/coah/resources/plansources.html? If yes, skip to next section - Affordable Housing Ordinance
☐ Yes ☐ No
3. If the answer to 1 above is no, indicate that the necessary items below are addressed before submitting the spending plan to COAH

Information and Documentation

- ☐ A projection of revenues anticipated from imposing fees on development, based on actual proposed and approved developments and historical development activity;
- ☐ A projection of revenues anticipated from other sources (specify source(s) and amount(s)),
- ☐ A description of the administrative mechanism that the municipality will use to collect and distribute revenues;
- ☐ A description of the anticipated use of all affordable housing trust funds pursuant to N.J.A.C. 5.97-8.7,
- ☐ A schedule for the expenditure of all affordable housing trust funds,
- ☐ A schedule for the creation or rehabilitation of housing units;
- ☐ If the municipality envisions being responsible for public sector or non-profit construction of housing, a detailed pro-forma statement of the anticipated costs and revenues associated with the development, consistent with standards required by HMFA or the DCA Division of Housing in its review of funding applications;
- ☐ If the municipality maintains an existing affordable housing trust fund, a plan to spend the remaining balance as of the date of its third round petition within four years of the date of petition;
- ☐ The manner through which the municipality will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan;
- ☐ A description of the anticipated use of excess affordable housing trust funds, in the event more funds than anticipated are collected, or projected funds exceed the amount necessary for satisfying the municipal affordable housing obligation, and
- ☐ If not part of the petition, a resolution of the governing body requesting COAH review and approval of spending plan or an amendment to an approved spending plan.

CERTIFICATION

I, James T. Kyle, DP/AICP, have prepared this petition application for substantive certification on behalf of Alpha Borough. I certify that the information submitted in this petition is complete, true and accurate to the best of my knowledge. I understand that knowingly falsifying the information contained herein may result in the denial and/or revocation of the municipality's substantive certification.

[Signature]

Signature of Preparer (affix seal if applicable)

6/7/10

Date

Planning consultant

Title

N.J.S.A. 2C:21-3, which applies to the certifications, declares it to be a disorderly person offense to knowingly make a false statement or give false information as part of a public record

Narrative Section

See attached Housing Element and Fair Share
Plan.

Borough of Alpha
Warren County, New Jersey

**Housing Element and
Fair Share Plan**

Prepared for:
Mayor and Council
The Borough of Alpha Planning Board
And
The New Jersey Highlands Council

Adopted April 25, 2010
Endorsed by Borough Council on May 11, 2010

Prepared by:



James T. Kyle, PE, AICP
License Number 05067

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

Acknowledgements

The Planning Board wishes to acknowledge the work of those individuals that contributed to the preparation and adoption of the Borough of Alpha Housing Element and Fair Share Plan.

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TABLE OF CONTENTS

I. Introduction	3
<i>Relationship to the Highlands Regional Master Plan</i>	4
<i>Goals and Objectives</i>	4
<i>Plan Requirements</i>	5
II. Borough Profile	7
<i>Demographics</i>	7
Population Trends	7
Household Size	8
Age	8
Income Level	10
Employment Status of Residents	12
<i>Housing Stock</i>	13
<i>Employment</i>	19
<i>Employment</i>	19
<i>Employment by Industry</i>	19
<i>Employment Projections</i>	20
<i>Job Location</i>	21
III. Fair Share Obligation	23
<i>Regional Income Limits and Pricing</i>	23
<i>COAH Requirements</i>	23
<i>Rehabilitation Share</i>	25
<i>Prior Round Obligation</i>	25
<i>Growth Share Obligation</i>	25
Actual Growth Share: Residential	25
Projected Growth Share: Residential	26
Actual Growth Share: Non-Residential	28
Affordable Housing Requirements	29
Capacity for Fair Share	30
IV. Fair Share Plan	31
<i>Rehabilitation Share</i>	32
<i>Prior Round Obligation</i>	33
<i>Growth Share Obligation</i>	33
<i>Analysis of Sites Addressing the Prior Round Obligation</i>	35
<i>Implementation Schedule</i>	35

V. APPENDIX.....36

- Illustrative Pricing**
- Workbook B**
- Rehabilitation Program Information From The Warren County Housing Program**
- Supportive and Special Needs Housing Surveys**
- Affordable Housing Unit Rental Rate Calculations**
- Certified Planning Board Resolution adopting the Housing Element and Fair Share Plan**
- Certified Governing Body Resolution endorsing the Housing Element and Fair Share Plan**
- Service List**

I. INTRODUCTION

The initial framework of affordable housing regulation in New Jersey was established over 30 years ago with the New Jersey Supreme Court's ruling in Southern Burlington County N.A.A.C.P. v. Township of Mount Laurel (Mt. Laurel I - 1975). In its initial ruling, the Court stated simply that any zoning ordinance that contravenes the general welfare by not providing a realistic opportunity for affordable housing is unconstitutional. Ten years later, Mt. Laurel II (Southern Burlington County N.A.A.C.P. v. Township of Mount Laurel) clarified many of the gray areas that arose through implementation of the Mt. Laurel doctrine. This second Mt. Laurel case also resulted in the Fair Housing Act of 1985, which subsequently spawned the Council on Affordable Housing (COAH).

COAH is responsible for creating regulations and a process to implement the provision of affordable housing throughout the State of New Jersey. The "process" is fairly simple and begins with the preparation of a Housing Plan element. Part of the municipal Master Plan, the Housing Plan is required to include information about a municipality's population, employment, income and housing characteristics as well as information on the nature of the affordable housing obligation as set forth by COAH. To accompany the Housing Plan element, a municipality must prepare a Fair Share Plan, which details how the affordable housing obligation will be met. Current affordable housing obligations are comprised of the rehabilitation share, the prior round obligation (Second Round) and the growth share obligation (Third Round). While Second Round obligations were assigned by COAH and subsequently amended under the most recent version of COAH's Third Round rules, Third Round obligations are based on a growth share model; for every 4 market rate units constructed, 1 affordable unit must be provided and for every 16 jobs created, 1 affordable unit must be provided.

The Highlands Water Protection and Planning Act, signed into law in 2004, represented an acknowledgement that broader land use policy had to be implemented to protect drinking water supplies for a large portion of the state's population. The Act created the Highlands Council, which was charged with the preparation and implementation of a Regional Master Plan (RMP). Throughout its planning process for the RMP, the Council repeatedly heard concerns about meeting future housing needs, particularly affordable housing needs and more importantly, affordable housing requirements as mandated by COAH.

In November of 2008, COAH granted a waiver from the December 31, 2008 statewide deadline for submission of affordable housing plans for those municipalities that submitted a Notice of Intent to participate in Plan Conformance and a resolution stating its intent to file a petition for substantive certification no later than December 8, 2009. The extra year was intended to allow the Highlands Council sufficient time to complete build-out assessments and issue revised growth and employment projections based on the policies of the RMP. These projections can form the basis of determining a municipality's growth share obligation.

On September 5th, 2008, Governor Corzine issued Executive Order 114, related to implementation of the RMP and coordination with COAH. On October 29th and 30th, COAH and the Highlands Council approved a Memorandum of Understanding (MOU) addressing the Governor's Order. In short, the MOU outlined the ways COAH and the Highlands Council would coordinate data sharing and implementation of both affordable housing requirements and the requirements of the RMP. While COAH and its consultants had prepared data relative to the availability of developable land and the

capacity for affordable housing statewide, it was determined that the Highlands Council was the best agency to undertake this endeavor for municipalities under its jurisdiction. This would ensure that capacity for future growth was based on the land use policies of the RMP. That being said, the Highlands Council build-out projection does have limitations and after careful consideration, won't permit the Borough to properly plan for affordable housing needs. As such, Alpha will rely on its own growth projections to ensure that COAH requirements are met for the Third Round period.

Once adopted by the Planning Board and endorsed by Borough Council, the Housing Element and Fair Share Plan are submitted to COAH along with a petition requesting substantive certification. Once substantive certification is granted by COAH, a municipality is given protection from builder's remedy lawsuits, which could be brought by developers to compel a municipality to meet its affordable housing needs.

RELATIONSHIP TO THE HIGHLANDS REGIONAL MASTER PLAN

The Housing Element is part of the municipal Master Plan and is prepared in accordance with the requirements of the New Jersey Municipal Land Use Law, the Fair Housing Act of 1985 and COAH's Substantive Rules. All of these laws and regulations are designed to assist municipalities in providing housing affordable to the State's low and moderate income families per the Mt. Laurel doctrine.

The Highlands Regional Master Plan (RMP) sets forth a number of goals and policies to provide for appropriate opportunities to meet the region's affordable housing needs. While preserving existing affordable housing stock is a goal, the RMP acknowledges that new affordable housing will be needed, the intent being to provide it within the context of the Land Use Capability Map.

For municipalities intending to conform to the RMP, the Housing Element is a vehicle to assess the impact of growth that has occurred since January 1, 2004 as well as to assess future growth opportunities. While the Highlands Build-out Reports offer an excellent assessment of future growth under the assumptions of the RMP, there are limitations to the information, particularly for projects that have been approved and not yet constructed. The Housing Element is an appropriate document to assess and discuss the differences between local growth projections, the Highlands Council's build out projections and those prepared by COAH in conjunction with the Third Round rules.

GOALS AND OBJECTIVES

The Borough sets forth the following goals and objectives related to housing policy in Alpha:

1. To the extent feasible, the zone plan will guide anticipated new residential development into compact, center-based projects.
 2. To provide a realistic opportunity for the provision of the municipal share of the region's present and prospective needs for low and moderate income families.
 3. To the maximum extent feasible, and in a manner consistent with any existing or future laws of the State of New Jersey, to incorporate affordable housing units into any new residential construction that occurs within the Highlands Area including any mixed use, redevelopment, and/or adaptive reuse projects.
 4. To preserve and monitor existing stocks of affordable housing.
-

5. To reduce long term housing costs through:
 - a. The implementation of green building and energy efficient technology in the rehabilitation, redevelopment and development of housing, to the extent permitted by law. Recent innovations in building practices and development regulations reflect significant energy efficiency measures, and therefore cost reductions, through building materials, energy efficient appliances, water conservation measures, innovative and alternative technologies that support conservation practices, and common sense practices such as recycling and re-use
 - b. The promotion of the use of sustainable site design, efficient water management, energy efficient technologies, green building materials and equipment, and retrofitting for efficiencies.
 - c. Maximizing the efficient use of existing infrastructure, through such means as redevelopment, infill and adaptive reuse.
6. To use a smart growth approach to achieving housing needs, including:
 - a. Using land more efficiently to engender economically vibrant communities, complete with jobs, housing, shopping, recreation, entertainment and multiple modes of transportation.
 - b. Supporting a diverse mix of housing that offers a wide range of choice in terms of value, type and location. In addition, seeking quality housing design that provides adequate light, air, and open space.
 - c. Targeting new housing to areas with existing higher densities and without environmental constraints, within walking distance of schools, employment, services, transit and community facilities with sufficient capacity to support them.

PLAN REQUIREMENTS

Pursuant to Section 10 of P.L. 1985, C. 212 (C.52.27D-310) a Housing Element must contain at least the following:

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated;
 - b. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing , for the next ten (10) years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development of lands;
 - c. An analysis of the municipality's demographic characteristics, including, but not necessarily limited to, household size, income level, and age;
 - d. An analysis of the existing and probable future employment characteristics of the municipality;
 - e. A determination of the municipality's present and prospective fair share of low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low and moderate income housing;
 - f. A consideration of the lands most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing;
-

In addition to the requirements of the Municipal Land Use Law and Section 10 of P.L. 1985, C. 222 (C:52:27D-310), N.J.A.C. 5:97-2.3 requires that the Housing Element include the following:

1. The household projection for the municipality as provided in Appendix F;
2. The employment projection for the municipality as provided in Appendix F;
3. The municipality's prior round obligation (from Appendix C);
4. The municipality's rehabilitation share (from Appendix B);
5. The projected growth share in accordance with the procedures in N.J.A.C. 5:97-2.4; and
6. An inventory of all non-residential space by use group that was fully vacant as of the date of petition, to the extent feasible.

Supporting information to be submitted to COAH shall include:

1. A copy of the most recently adopted municipal zoning ordinance, and
2. A copy of the most up-to-date tax maps of the municipality, electronic if available, with legible dimensions.

II. BOROUGH PROFILE

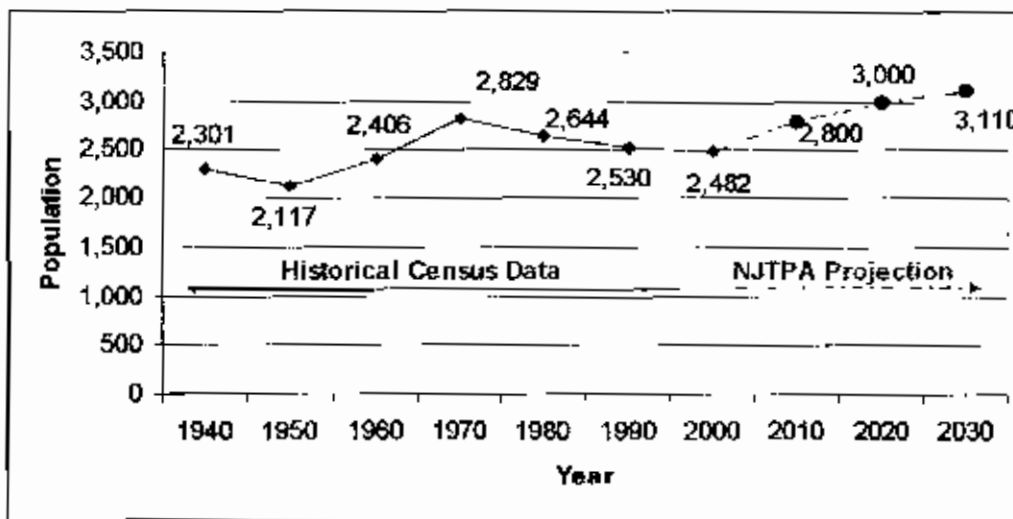
The following chapter describes the demographics characteristics, housing stock, employment characteristics, and housing conditions in Alpha. Topics such as population, age, value of housing, housing types, resident employment and occupation are comparatively discussed using the 1990 and 2000 decennial census data. Where appropriate, characteristics of the Borough are compared to those of Warren County and the state to offer context to the figures presented

DEMOGRAPHICS

Population Trends

The 2000 Census recorded a total population of 2,482 persons in Alpha. This reflects a decrease of 48 persons since the 1990 Census, continuing a trend of decreasing population that started in 1970 (see Figure II-1). For July 1, 2008, the U.S. Census Bureau reported an estimated population of 2,386, representing a decrease of 3.7% since 2000. Looking at the future, the North Jersey Transportation Authority (NJTPA) has projected a total population of 2,800 persons in the Borough by the year 2010. They predict this growth trend will continue into 2030, when the Borough is expected to have a population of 3,110.

Figure II-1
Change in Population, Borough of Alpha 1940 to 2030



Source: US Census, Summary Tape File 1 (STF1), NJTPA Final Forecasts (2005).

Of note is that the NJTPA expects a 12.5% growth in population in less than 2 years, using the Census Bureau's 2008 estimate as a benchmark. With new development totaling 108 units approved but not yet constructed as of the date of this plan, it is possible that the NJTPA projection of 2,800 persons will be reached, but not by 2010. A more likely scenario would stretch that growth over a period of the next 4 to 5 years, particularly given current conditions in the real estate market. As for additional future growth, it should be noted that there is little land remaining that is zoned exclusively for residential

development, a fact that is likely to limit growth and leave a total population of 3,110 residents out of reach for the Borough.

Household Size

As illustrated in Table II-1, Alpha's average household size in 2000 was 2.5 persons, less than both the County and state average household sizes for the same year. While average household size decreased for all household types, renter occupied units saw a significant decrease, dropping from 2.51 persons per unit in 1990 to 2.2 persons per unit in 2000. Owner-occupied dwellings remained stable between 1990 and 2000, decreasing by only 0.04 persons per unit.

Table II-1
Comparative Average Household Size, 1990 & 2000

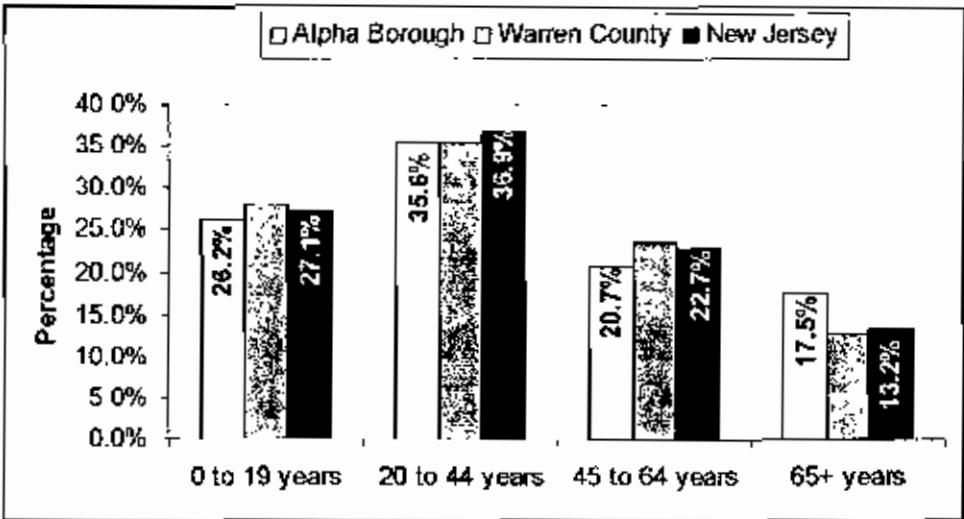
Average Household Size	Alpha		Warren County	NJ
	1990	2000	2000	2000
All Households	2.62	2.5	2.61	2.68
Owner-occupied dwellings	2.66	2.62	2.77	2.81
Renter-occupied dwellings	2.51	2.2	2.19	2.43

Source: US Census 1990 & 2000, Summary Tape File 1 (STF1)

Age

In 2000, Alpha had a lower percentage of residents under age 20 and between 45 and 64 years old than both the County and State, had a higher percentage of residents over 65 years old than both the County and State and had about the same percentage of residents between 20 and 44 years old as the County and State (see Figure II-2). Alpha's age distribution (see Figure II-4) indicates fewer school age children than at the county and state levels, with a larger number of retirees in the Borough.

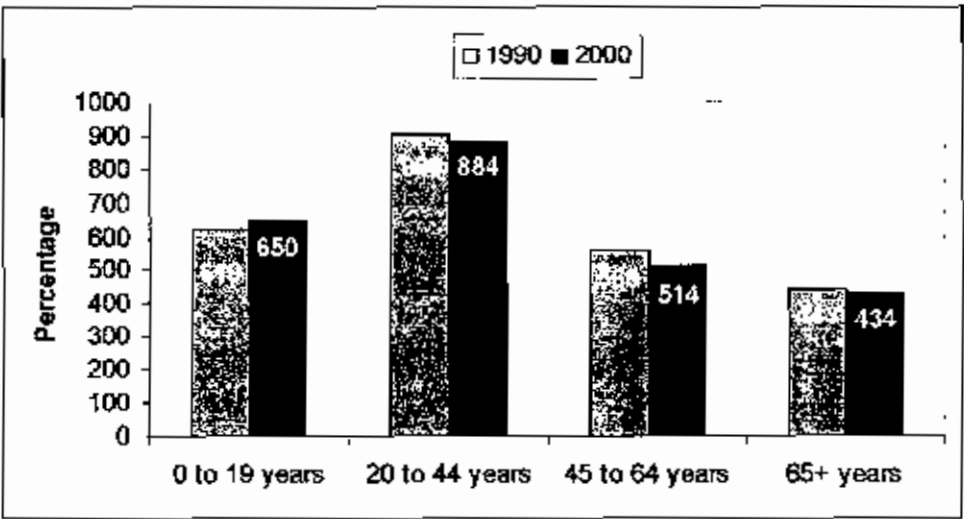
Figure II-2
Comparative Age Groups, 2000



Source: US Census 2000, Summary Tape File 1 (STF1)

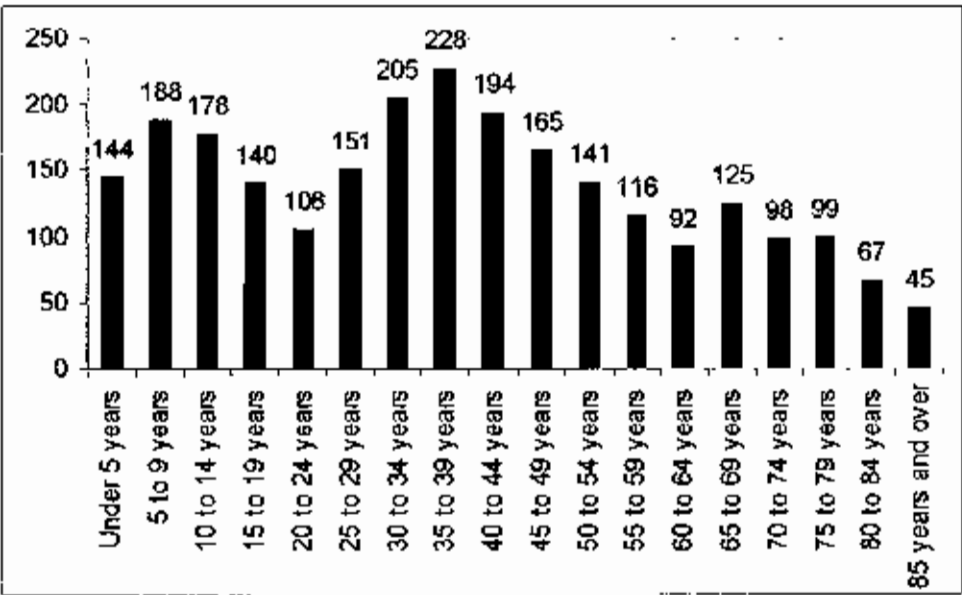
From 1990 to 2000, there was a slight increase (31 people or 5%) in the 0-19 year cohort and a decrease in all remaining cohorts (see Figure II-3). Despite the increase in the school-aged cohort, 5 to 19 years old, this portion of the population still represents a smaller percentage of total population than in the County and State, as indicated in Figure II-2 above. The cohorts that lost population from 1990 to 2000 showed a decrease of 79 people combined, illustrating the Borough's continuing population decline.

Figure II-3
Comparative Age Groups for Alpha Borough, 1990 & 2000



Source: US Census 1990 & 2000, Summary Tape File 1 (STF1)

Figure II-4
Alpha Borough Age Distribution, 2000



Source: US Census 2000, Summary Tape File 1 (STF1)

Income Level

Alpha Borough, Warren County and New Jersey all saw significant increases in median household income from 1989 to 1999, according to the Census. In absolute terms, Alpha increased 22.3%, while the County and State saw even greater increases of 40.5% and 34.7% respectively. When accounting for inflation, however, Alpha actually saw a net decrease in median household income of almost 9%, while the County and State saw increases of 4.6% and 0.3% respectively.

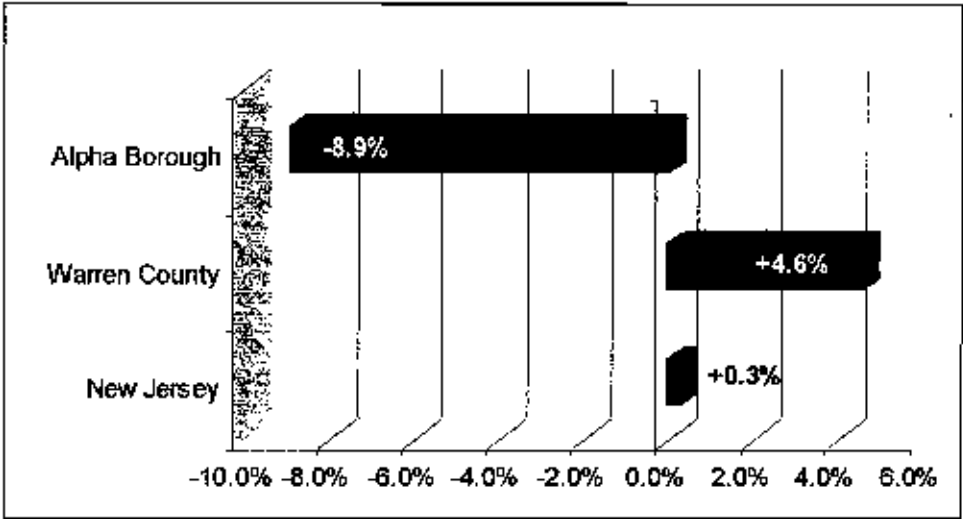
Table II-2
Change in Median Household Income
Absolute vs. Equalized Value

Location	Percent Change (absolute)	Percent Change Accounting for Inflation (in 1999 USD value)
Alpha Borough	+22.4%	-8.9%
Warren County	+40.5%	+4.6%
New Jersey	+34.7%	+0.3%

Source: US Census, Summary Tape File 3 (STF3) & USDOL CPI Inflation Calculator (1999)

Alpha Borough's 1999 median income of \$42,209 was \$4,129 less than the inflation adjusted 1989 value, resulting in the 8.9% decrease in median household income shown in Figure II-5, below.

Figure II-5
Change in Median Household Income, 1989 and 1999



Source: US Census, Summary Tape File 3 (STF3) & USDOL CPI Inflation Calculator (1999)

As shown on Table II-3, the income level representing the largest number of households was the \$50,000 to \$59,999 bracket. Approximately one third (33.7%) of the households in Alpha Borough earned between \$50,000 and \$99,999, with only 6.8% making more than that amount and 59.3% making less than that amount.

Table II-3
Median Household Income Range
Alpha Borough, 1999

Median Household Income	Households	
	Number	Percent
Less than \$10,000	64	6.5%
\$10,000 to \$14,999	44	4.5%
\$15,000 to \$19,999	71	7.2%
\$20,000 to \$24,999	73	7.4%
\$25,000 to \$29,999	84	8.5%
\$30,000 to \$34,999	67	6.8%
\$35,000 to \$39,999	51	5.2%
\$40,000 to \$44,999	83	8.4%
\$45,000 to \$49,999	47	4.8%
\$50,000 to \$59,999	129	12.1%
\$60,000 to \$74,999	110	11.2%
\$75,000 to \$99,999	103	10.5%
\$100,000 to \$124,999	21	2.1%
\$125,000 to \$149,999	29	2.9%
\$150,000 to \$199,999	6	0.6%
\$200,000 or more	12	1.2%
Total Households	984	100%

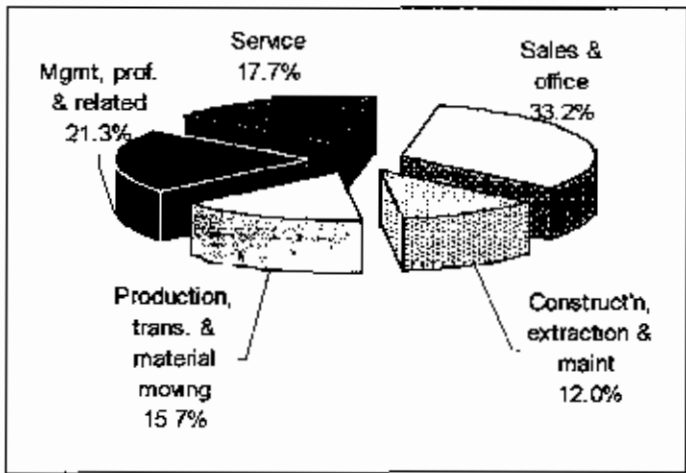
Source: US Census, Summary Tape File 3 (STF3)

Employment Status of Residents

In 2000, the majority of Alpha Borough residents worked in sales and office jobs, accounting for approximately one third (33.2%) of the population. Other occupations, in order of declining popularity include management, professional and related occupations (21.3%), service occupations (17.7%), production, transportation, and material moving (15.7%), and construction, extraction, and maintenance (12%). Farming, fishing, and forestry was the only group of occupations not held by a single resident in Alpha Borough (See Figure II-6 on the following page)

In 2000, Management, Professional and Related Occupations were at the top of occupations countywide and statewide, with 34.8% and 38% respectively. Sales and Office occupations ranked as the second highest occupation in County and the State with 13.8% and 13.6%, respectively (See Table II 4 on the following page). This is the opposite of Alpha Borough, where Sales and Office occupations were the most popular and Management, Professional and Related Occupations were the second most popular. Examples of management, professional and related occupations include financial and computer professions, architects and engineers, legal occupations, and healthcare practitioners. Examples of sales and office occupations include consulting, and administrative support occupations.

Figure II-6
Employed Labor Force by Occupation, Alpha Borough, 2000



Source: US Census, Summary Tape File 3 (STF3)

Table II-4
Resident Occupation, 2000
(Expressed as % of Employed Civilian Population 16+)

	Management & Professional	Service	Sales & office	Farming & Fishing	Construction, extraction & maintenance	Production & transportation
Alpha Borough	21.3%	17.7%	33.2%	0.0%	12.0%	15.7%
Warren County	34.8%	13.8%	27.1%	0.4%	10.9%	13.1%
New Jersey	38.0%	13.6%	28.5%	0.2%	7.8%	12.0%

Source: US Census, Summary Tape File 3 (STF3)

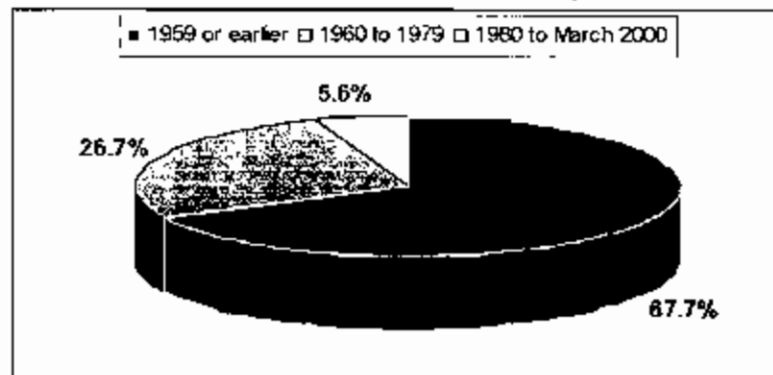
HOUSING STOCK

The following section provides a detailed summary of the housing stock in Alpha Borough, including year built, housing quality indicators, occupancy status, tenure, vacancy, type, value, and rents.

Age of Housing

As illustrated in Figure II-7 on the following page, just over two-thirds of the housing stock in Alpha Borough was constructed in 1959 or earlier and approximately 94% was constructed prior to 1980, a pattern typical of post war suburbs in the United States. A limited amount (1.5%) of housing was built between 1990 and March of 2000. Table II-5 details the age composition of housing in Alpha Borough, where the median year of construction is 1950.

Figure II-7
Age of Housing Stock, Alpha Borough, 2000



Source: US Census, Summary Tape File 3 (STF3)

Table II-5
Year Structure Built, Alpha Borough, 2000

	Housing Units	Percent
1999 to March 2000	6	0.6%
1995 to 1998	4	0.4%
1990 to 1994	5	0.5%
1980 to 1989	43	4.2%
1970 to 1979	105	10.2%
1960 to 1969	171	16.5%
1950 to 1959	186	18.0%
1940 to 1949	82	7.9%
1939 or earlier	432	41.8%
Total	1,034	100

Source: US Census, Summary Tape File 3 (STF3)

Number of Housing Units and Occupancy Rates

Between 1990 and 2000, Alpha Borough's inventory of occupied housing units grew by 31 dwellings, reflecting a drop in rental vacancy rates and a gain in homeowner vacancy rates. Units that were vacant were primarily for rent in 1990, however the majority of units vacant in 2000 were for sale only, accounting for 37.8% of vacancies. (See Table II-6 on the following page).

Table II-6
Housing Occupancy, Alpha Borough, 1990 & 2000

Alpha Borough Housing	1990	2000	Difference
Total housing units	1,003	1,034	+31
Occupied housing units	967	989	+22
Vacant housing units	36	45	+9
For rent	15	12	-3
For sale only	8	17	+9
Rented or sold, not occupied	5	3	-2
For seasonal, recreational, or occasional use	1	2	+1
For migrant workers	0	0	0
Other vacant	7	11	+4
Homeowner vacancy rate	1.2%	2.4%	+1.2%
Rental vacancy rate	5.0%	4.0%	-1.0%

Source: US Census, Summary Tape File 1 (STF1)

Number of Units in Structure

In 2000, there were a total of 1,034 housing units in Alpha. Of those total housing units, 68 percent were owner-occupied, 27 percent were renter occupied, and the remaining 5 percent were vacant. The majority of the Borough's housing units were single family detached (60.5%), with single family attached and 2 units in structure comprising the majority of the remaining units. Table II-7 below details the number of units in structure by tenure (owner or renter occupied).

Table II-7
Housing Units by Number of Units in Structure and Tenure, Alpha Borough, 2000

Units in Structure	Owner Occupied Units	Renter Occupied Units	Vacant Units	Total Units	Total Percent
1, detached	569	46	11	626	60.5%
1, attached	106	29	0	135	13.1%
2	27	62	18	107	10.3%
3 or 4	4	54	12	70	6.8%
5 to 9	0	30	4	34	3.3%
10 to 19	0	27	0	27	2.6%
20 to 49	0	8	0	8	0.8%
50 or more	0	27	0	27	2.6%
Mobile home	0	0	0	0	0.0%
Total Units	708	283	45	1,034	100%

Source: US Census, Summary Tape File 3 (STF3)

Housing Value

In 2000, the median housing value in Alpha Borough was \$117,200 versus \$111,000 in 1990. While median housing values have increased slightly since 1990, the largest percentage of specified owner-occupied units by housing value was in the \$100,000 to \$149,999 range, (353 units), which accounted for over half of the total number of units, at 54.5% (See Table II-8).

**Table II-8
Housing Value, Alpha Borough, 2000**

Value	Owner Specified Units	Percent
Less than \$50,000	4	0.6%
\$50,000 to \$99,999	178	27.5%
\$100,000 to \$149,999	353	54.5%
\$150,000 to \$199,999	96	14.8%
\$200,000 to \$299,999	17	2.6%
\$300,000 or more	0	0.0%
Total Owner-spec Units	648	100.0%
Median Value : \$	117,200	

Source: US Census, Summary Tape File 3 (STF3)

NOTE: The US Census defines "specified owner-occupied units" as the total number of owner occupied housing units described as either a one family home detached from any other house or a one family house attached to one or more houses on less than 20 acres with no business on the property

Contract Rents

In 2000, the majority of rental units were renting between \$500 and \$749, with 70 percent of renters paying this amount. According to the Census, all rental units in Alpha Borough were less than \$1,000 a month. The median contract rent for was \$631. Just over 20 percent of renters paid less than \$500 a month for rent (See Table II-9).

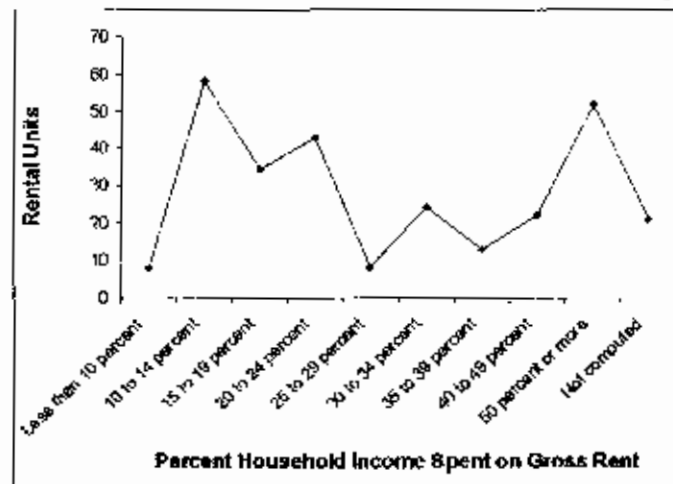
**Table II-9
Contract Rents, Alpha Borough, 2000**

Amount	Rental Units	Percent
Less than \$250	14	4.9%
\$250 to \$499	22	7.8%
\$500 to \$749	198	70.0%
\$750 to \$999	36	12.7%
\$1,000 or more	0	0.0%
No Cash Rent	13	4.6%
Total	283	100%
Median Contract Rent	\$631	

Source: US Census, Summary Tape File 3 (STF3)

In 2000, renter-occupied housing units paid varying percentages of household income on gross rent. As seen in Figure II-8 on the following page, roughly the same number of households paid between 10 and 14 percent (58 units) of their household income on gross rent as households that paid 50 percent or more (52 units).

Figure II-8
Gross Rent as Percentage of Household Income, Alpha Borough, 2000



Source: US Census, Summary Tape File 3 (STF3)

Quality Indicators

Housing quality is generally evaluated by several indicators, as follows:

- **Age** Units built in 1949 or earlier are considered to have a significant age factor.
- **Overcrowding.** Units containing more than 1.0 persons per room are considered to be overcrowded.
- **Plumbing facilities** Units lacking complete plumbing for exclusive use are considered deficient.
- **Kitchen facilities.** Units lacking a sink with piped water, a stove and a refrigerator are considered deficient.
- **Heating facilities.** Units lacking central heat are considered deficient.

In 2000, 37.5% of housing units exhibited one selected condition relating to physical housing quality and financial affordability, as shown in Table II-10 on the following page. Selected conditions are defined as having at least one of the following conditions: (1) lacking complete plumbing facilities, (2) lacking complete kitchen facilities, (3) with 1.01 or more occupants per room, (4) selected monthly owner costs as a percentage of household income in 1999 greater than 30 percent, and (5) gross rent as a percentage of household income in 1999 greater than 30 percent.

Table 11-10
Physical and Financial Conditions, Alpha Borough, 2000

Number of Selected Conditions	Owner-Occupied Housing Units	Renter-Occupied Housing Units	Total Units
With one selected condition	261	110	371
With two or more selected conditions	0	0	0
No selected conditions	445	173	618
Total	706	283	989

Source: US Census, Summary Tape File 3 (STF3)

Year Structure Built

COAH's new methodology made one significant change in calculating the rehabilitation share, overcrowded housing units built prior to 1949 are now "flagged" as opposed to those built prior to 1939. Almost half of the housing stock in Alpha Borough, or 515 housing units (49.7%) were built in 1949 or earlier. Of those, zero was considered overcrowded.

Plumbing Facilities

According to the 2000 Census, there were no housing units in the Borough that lacked complete plumbing facilities. In order to be considered as having "complete plumbing facilities", housing units must have: (1) hot and cold piped water, (2) a flush toilet, and (3) a bathtub or shower. While all three facilities must be within the housing unit, they don't necessarily have to be in the same room.

Kitchen Facilities

According to the 2000 Census, there were no housing units in the Borough that lacked complete kitchen facilities. In order to be considered "complete kitchen facilities", housing units must have: (1) a sink with piped water; (2) a range, or cook top and oven, and (3) a refrigerator. It should be noted that a housing unit with only portable equipment (microwave, hot plate or camp stove) should not be considered as having complete kitchen facilities. While all three facilities must be within the housing unit, they don't necessarily have to be in the same room.

Heating Fuel

According to the 2000 Census, one percent of housing units in Alpha Borough used wood as their primary heating fuel (10 units). Units that use wood or no fuel can be considered deficient.

In determining the rehabilitation share, COAH summarizes overcrowded units built prior to 1949 (0), units lacking complete plumbing facilities (0) and units lacking complete kitchen facilities (0) for a total of 0 units. The result is then multiplied by the percentage of dilapidated units that are likely occupied by low and moderate income families in Region 2, which is #. This determines the overall rehabilitation share for Alpha Borough, which is 0 units.

EMPLOYMENT

The following section discusses the labor force of Alpha Borough.

Employment

According to the NJ Department of Labor's 2008 work force estimates and the US Census Bureau's 2008 labor estimates, 1,421 people, or about 59.5% of Alpha Borough's population was in the labor force. The average unemployment rate for Alpha was 7.8% in 2008, representing a 4.4% increase in unemployment over the 1996 unemployment rate of 3.4%. In Warren County, the unemployment rate also increased between 1998 and 2008, increasing from 4% to 5%. Increases in unemployment can be attributed to the overall condition of the economy. See Table II-11 below.

Table II-11
Annual Average Labor Force Estimates, 1996 & 2006

	Alpha Borough		Warren County		New Jersey	
	1998	2008	1998	2008	1998	2008
Labor Force	1,363	1,421	51,312	59,177	4,224,432	4,496,725
Employment	1,305	1,310	49,245	56,230	4,029,445	4,252,194
Unemployment	58	110	2,067	2,947	194,987	244,531
Unemployment Rate	4.3%	7.8%	4.0%	5.0%	4.6%	5.5%

Source: New Jersey Department of Labor

Employment by Industry

The industry groups discussed here represent the places Alpha Borough residents work, regardless of location, which may or may not be located in Alpha Borough, the County or the State. In the year 2000, the top four industry groups were: Educational, health and social service industries; Manufacturing; Retail trade; and Professional, scientific, management, administration, and waste management industries (see Table II-12 on the following page). Similarly, residents in the surrounding region were also largely employed by the educational, health and social service industries.

Table II-12
Employment By Industry Group
(Expressed as % of all resident workers)

Industry Group	Alpha Borough	Warren County
Agriculture, forestry, fishing and hunting, and mining	1.0%	1.2%
Construction	8.4%	8.0%
Manufacturing	14.5%	15.4%
Wholesale trade	4.4%	3.5%
Retail trade	11.5%	12.8%
Transportation, warehousing, utilities	5.7%	5.4%
Information	3.8%	4.4%
Finance, insurance, real estate, and rental and leasing	5.9%	6.2%
Professional, scientific, management, administration, waste management	11.3%	9.9%
Educational, health and social services	18.9%	18.7%
Arts, entertainment, recreation, accommodation, food services	5.2%	5.7%
Other services (except public administration)	2.8%	4.2%
Public administration	6.4%	4.7%
TOTAL	100%	100%

Source: US Census, Summary Tape File 3 (STF3)

Figure II-7 presents a comparison between the types of businesses that were located in Alpha Borough in 2000, and the industry groups that the Borough's labor force was employed in – an approximate match of the labor pool to the types of jobs found within the Borough.

Employment Projections

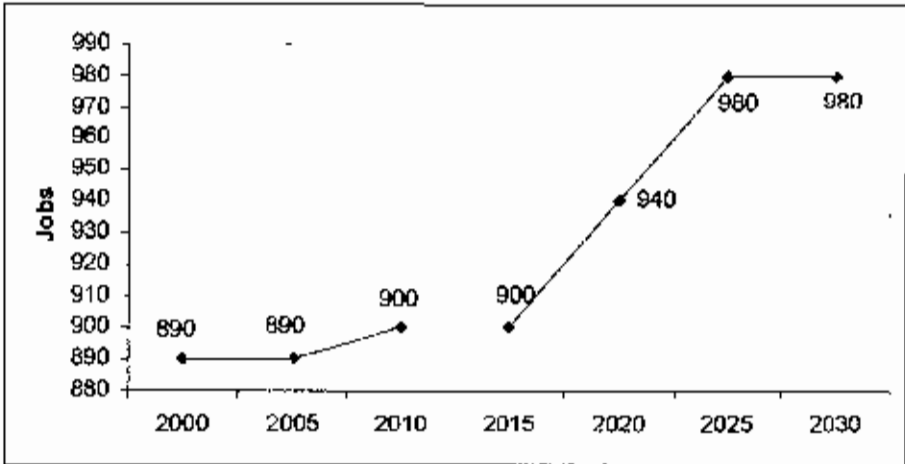
The North Jersey Transportation Planning Authority (NJTPA) forecasts continued job increases for the Borough, in line with Warren County's projected employment growth to the year 2030. According to a 2005 report, between 2000 and 2015 NJTPA forecasts a growth rate of 1.1% for the Borough and 7.8% for the County. Job growth between the years 2015 and 2030 is projected to increase at even greater rates, 8.9% for the Borough by and 17.9% for the County by (See Table II-13 and Figure II-9).

Table II-13
Employment Projections

	2000	2005	2010	2015	Δ 00-15	2020	2025	2030	Δ 15-30
Alpha	890	890	900	900	+1.1%	940	980	980	+8.9%
Warren County	35,700	37,700	38,000	38,100	+7.8%	44,500	45,500	45,400	+17.9%

Source: Final NJTPA Municipal Projections (March, 2005)

Figure II-9
NJTPA Employment Projections, Alpha Borough

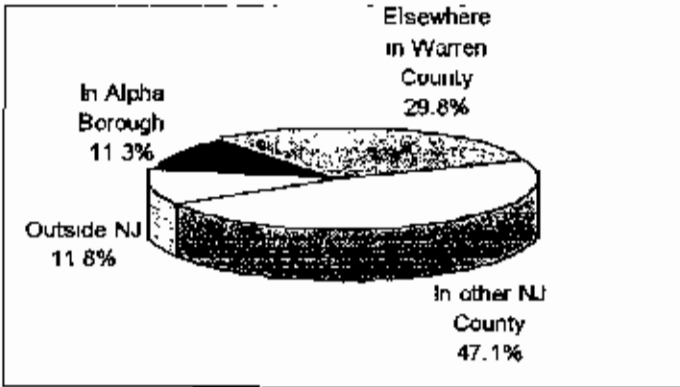


Source: Final NJTPA (March 18, 2005)

Job Location

In 2000, the largest group of workers within Alpha Borough traveled outside of Warren to their place of work, with almost half (47.1%) of Borough residents in this category. The next most common job location was within Warren County in a municipality other than Alpha Borough (29%). Only 11.3% of Alpha Borough residents actually worked within the municipality in which they resided (see Figure II-10), which is approximately the same percent of workers that commuted to a job outside of the State.

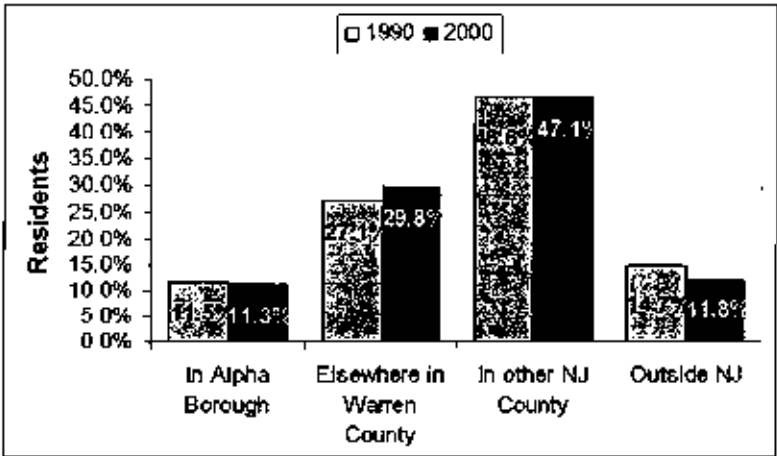
Figure II-10
Job Location, 2000



Source: US Census 2000 Summary Tape File J (STFJ)

From 1990 to 2000, the percentage of residents that worked in Alpha declined by 5%, which was matched by an increase of 6% in residents that worked elsewhere in New Jersey. The number of residents working outside of NJ declined by one percent between 1990 and 2000 (See Figure II-11)

Figure II-11
Job Location 1990 and 2000



Source: US Census 2000 Summary Tape File 3 (STF3)

III. FAIR SHARE OBLIGATION

REGIONAL INCOME LIMITS AND PRICING

Regional income limits provide an initial basis for determining housing affordability. The 2009 income limits for Region 2 are provided on the following page. In addition to income, certain monthly costs must also be factored into units that are offered for sale; tenants in rental units are offered a utility allowance. For owner occupied units, the initial purchase price is calculated so that the monthly carrying costs do not exceed 28 percent of the eligible monthly income for a household of a certain size. Included in carrying costs are principal and interest, real estate taxes, homeowners and private mortgage insurance and condominium or homeowners association fees. For rental units, monthly costs cannot exceed 30 percent of income for a household of a certain size. In addition, the Department of Housing and Urban Development (HUD) sets forth allowances for tenant furnished utilities.

Generally speaking both for-sale units and rental units fall within the range of being affordable to both low and moderate income households in the region. Based on COAH's illustrative pricing for Region 2, units currently available for-sale would be affordable to moderate income households. Similarly, there are rental units offered within garden apartment developments in the Borough that would be affordable to low income households. COAH's illustrative pricing is provided in the Appendix.

COAH REQUIREMENTS

COAH's Substantive Rules and the Uniform Housing Affordability Controls (UHAC) set forth specific requirements for the provision of affordable housing units. At least 50 percent of the restricted units provided in an affordable housing development within each bedroom distribution must be available to low income persons, with the remainder available to moderate income persons. In addition, the following bedroom distribution is required for non age-restricted affordable housing developments:

- No more than 20 percent of the total number of affordable units shall be efficiency and 1 bedroom units
- At least 30 percent of the total number of affordable units shall be 2 bedroom units
- At least 20 percent of the total number of affordable units shall be 3 bedroom units
- The remainder shall be allocated at the developer's discretion

The following section details the Borough's affordable housing obligation in accordance with COAH methodology for the following three categories: rehabilitation share, prior round obligation, and growth share obligation. Note that while the Highlands Council build-out projection would certainly result in a more favorable Third Round obligation, the Borough has chosen to utilize its own growth projections to ensure that affordable housing needs are met

REHABILITATION SHARE

The rehabilitation share is the number of existing housing units in a municipality as of April 1, 2000 that are both deficient and occupied by households of low or moderate income. As indicated in N.J.A.C. 5:97-1 et seq., based upon amendments effective October 20, 2008, the Borough's rehabilitation share is two (2) units.

PRIOR ROUND OBLIGATION

Based upon amendments effective October 20, 2008, the Borough's Prior Round Obligation is thirteen (13) units.

GROWTH SHARE OBLIGATION

Actual Growth Share: Residential

Since the Third Round encompasses the period from January 1, 2004 to December 31, 2018, the Borough is required to provide an assessment of growth based upon permanent market-rate residential Certificates of Occupancy (CO's) issued for this period of time. Table III-1 below indicates residential CO's issued from January 1, 2004 through December 31, 2008.

Table III-1
Actual Residential Growth January 1, 2004-Present

Year	CO's Issued
2004	1
2005	1
2006	1
2007	2
2008	2
2009	1
Total	8

Source: NJ Construction Reporter (2004-2008), corrected by the Construction Official

Based on the issuance of eight (8) CO's, the Borough's actual residential growth share for the period of January 1, 2004 to present is two (2) units as illustrated in Table III-2 on the following page

Table III-2
Actual Residential Growth Share Obligation for Alpha Borough

Residential Growth	Residential Growth Share ¹
8	2

NOTE: ¹ Actual Residential Growth Share is calculated by dividing actual growth by 4.

Projected Growth Share: Residential

The growth share obligation is initially calculated based on projections. The projections are based on the Municipal Build-Out Report for Highlands Regional Master Plan Conformance issued by the New Jersey Highlands Council in July of 2009. The projections of household and employment growth are converted into projected growth share affordable housing obligations by applying a ratio of one (1) affordable unit among five (5) residential units projected, plus one (1) affordable unit for every sixteen (16) newly created jobs projected. Based on the household and employment projections for Alpha indicated in Table 4 – “Municipal Build-out Results with Resource and Utility Constraints” of Figure 5 – “Municipal Build-out Report Final Build-out Results”, the Borough’s projected growth share obligation is 8 affordable units (see Table III-3 below).

Table III-3
NJ Highlands Council
2009-2018 Residential Projections and Growth Share Obligation for Alpha Borough

2009-2018 Projections	Ratio	Growth Share Obligation (in affordable units)
38 units	1 affordable unit among 5 residential units	7.6

Source: *Municipal Build-Out Report for Alpha Borough, July 2009, New Jersey Highlands Council*

As an alternative to projections provided by the Highlands Council, the Borough may choose to utilize COAH projections or prepare its own forecasts, provided the resulting growth share is higher than what would result from use of COAH projections. Table III-4, below, identifies COAH’s growth projection for Alpha, as detailed in the document titled “Rehabilitation Share, Prior Round Obligation & Growth Projections”, effective October 20, 2008.¹

Table III-4
NJ Council on Affordable Housing
2004-2018 Residential Projections and Growth Share Obligation for Alpha Borough

2004-2018 Projections	Ratio	Growth Share Obligation (in affordable units)
101 units	1 affordable unit among 5 residential units	20.2

Source: COAH

¹ Accessed at <http://www.state.nj.us/dca/affiliates/coah/regulations/backgroundregs/obligations.pdf> on November 4, 2009.

Based on the limitations of the Highlands Council build-out projection and the likelihood of exceeding COAH's projection identified in Table III-4, the Borough will utilize its own growth projection, which is detailed in Table III-5. The projection is based on approved but not yet constructed projects as well as knowledge of projects that will likely be submitted for approval and ultimately constructed and occupied prior to December 31, 2018.

Table III-5
2004-2018 Residential Projections and Growth Share Obligation for Alpha Borough

2004-2018 Projections	Ratio	Growth Share Obligation (in affordable units)
114 units	1 affordable unit among 5 residential units	22.8

Source: Borough of Alpha and CMX

COAH's Substantive Rules, 5:97-2.4(a)1i, allow for subtraction from the Growth Share Obligation affordable housing units which have been or are projected to be constructed after January 1, 2004 and received credit in a certified first or second round plan. 5:97-2.4(a)1ii allows for the subtraction from the Growth Share Obligation market rate housing units in an inclusionary development where the affordable units received credit in a first or second round certified plan or a court judgment of compliance or are eligible for credit toward a municipality's Prior Round Obligation and will be constructed after January 1, 2004. In calculating exclusions, however, COAH's rules only allow exclusion of all market rate units if a 20% set aside is provided or if the affordable units are all rentals.

The Borough of Alpha was involved in litigation that resulted in the creation of an inclusionary development ordinance and the approval of a development designed to address their Prior Round Obligation. This occurred well in advance of COAH adopting its second version of the Third Round Rules in 2007. At the time the ordinance was written, inclusionary development with an affordable housing component representing 15% of the total number of units was permitted under COAH's rules. It was not until the adoption of the Third Round Rules in 2007 that the policy of excepting a number of market rate units for inclusionary development that would occur in the Third Round period based on a minimum set aside was implemented. For the Grande @ Parkview Estates project, which has a 15% set aside, only 64 of the 92 market rate units would be eligible for exclusion under 5:97-2.4(a)1ii. The Borough feels strongly that since it relied on the regulations in place at the time the agreement was made, a hardship is presented in requiring them to now address the growth share associated with the market rate units not eligible for exclusion under COAH's current rules. The Borough formally requests that COAH grant a waiver from 5:97-2.4(a)1ii and allow for the exclusion of 92 market rate units from the calculation of its Growth Share Obligation. Table III-6, on the following page, identifies the number of units that will be excluded from the calculation of Growth Share based on the grant of a waiver by COAH.

Table III-6
Units Projected to be Issued CO's after January 1, 2004
Addressing the Prior Round Obligation

Project	Affordable Units	Market Units
The Grande @ Parkview Estates	16	92
Total		108

Source: Borough of Alpha

In addition to the Grande at Parkview, the Borough is permitted to exclude one (1) residential CO issued for the Alternatives, Inc. project located at 1507 West Boulevard. This affordable housing unit was issued in March of 2008 and is therefore eligible to be excluded from the calculation of growth share. Table III-7, on the following page, outlines the Borough's projected residential Growth Share Obligation after permitted exclusions and waivers.

Table III-7
Projected Residential Growth Share Obligation for Alpha

Projected Growth (CO's)	Minus	Exclusions	Total	Resulting Growth Share
114	-	109	5	1.0

Actual Growth Share: Non-Residential

The Borough's actual non-residential growth share is measured based upon the square footage of non-residential development issued CO's between January 1, 2004 and December 31, 2009, converted to jobs based on the use group ratios provided in N.J.A.C. 5:27-1 et seq. Appendix D, Table III-8, below, details an estimate of the number of jobs created during that time period.

Table III-8
Actual Non-Residential Growth in Square Feet
2004-2009 for Alpha Borough

Year	Office	Industrial	Retail	Storage
2004	200	0	0	2,200
2005	0	0	0	0
2006	19,437	44,810	0	51,580
2007	0	0	0	0
2008	0	0	5,992	0
2009	0	0	0	0
Totals	19,637	44,810	5,992	59,780
jobs /1,000 s.f.	2.8	1.2	1.7	1.0
Total jobs	55.0	53.8	10.2	59.8

179

Source: NJ Construction Reporter (2004-2008), corrected by the Construction Official

Table III-9, below, indicates the actual non-residential Growth Share Obligation for the Borough covering the period of January 1, 2004, to December 31, 2008.

Table III-9
Actual Non-Residential Growth Share Obligation for Alpha Borough

Actual Non-Residential Growth (jobs)	Minus	Exclusions	Total	Resulting Growth Share
179	-	0	179	11.19

As shown in Table III-10, below, the Borough's total Growth Share Obligation for the Third Round (2004-2018) is 14 units. This includes 1 unit resulting from future growth and 13 units for actual growth that occurred from January 1, 2004 to December 31, 2008.

Table III-10
Total Growth Share Obligation for Alpha Borough

Actual Residential Growth Share	Actual Nonresidential Growth Share	Projected Residential Growth Share	Projected Nonresidential Growth Share	Total Growth Share for 2004 - 2018
2	11.2	1.0	n/a	14

See Workbook B in the Appendix for the required Growth Share calculator.

Affordable Housing Requirements

COAH's Substantive Rules include a number of minimum and maximum requirements that must be considered in planning to meet the Borough's Fair Share obligation. These include the following:

- Prior Round Obligation = **13 units**
- Prior Round Rental Obligation = 25% (Prior Round Obligation - Prior Cycle Credits - Impact of 20% cap - Impact of 1,000 - unit limitation) or 0.25 (13 - 0 - 0 - 0) = **3 Units**
- Growth Share Obligation = **14 units**
- Growth Share Rental Obligation = 25% (Growth Share Obligation) or 0.25 (14) = 3.5 or **4 Units**
- Growth Share Family Rental Obligation = 50% (Growth Share Rental Obligation) or 0.5 (4) = **2 Units**
- Very Low Income Units Required = 13% (Growth Share Obligation) or 0.13 (14) = 1.8 or **2 Units**
- Family Housing Units Required = 50% (Growth Share Obligation) or 0.5 (14) = **7 Units**
- Age-Restricted Maximum = 25% (Growth Share Obligation) or 0.25 (14) = 3.5 or **4 units**

Capacity for Fair Share

The Borough of Alpha intends to meet its required fair share by way of credits associated with projects that are already constructed or are approved and will be constructed within the Third Round period. As such, no in-depth analysis of capacity for fair share is warranted, as any limitations that may exist will not affect those projects. Water and sewer capacity for the Grande @ Parkview Estates was assured through litigation.

IV. FAIR SHARE PLAN

In accordance with N.J.A.C. 5:97-3.2, a municipal Fair Share Plan shall include at least the following:

1. Descriptions of any credits intended to address any portion of the fair share obligation, which shall include all information and documentation required by N.J.A.C. 5:97-4 for each type of credit;
2. Descriptions of any adjustments to any portion of the fair share obligation, which shall include all information and documentation required by N.J.A.C. 5:97-5 for each adjustment sought;
3. Descriptions of any mechanisms intended to address the prior round obligation, the rehabilitation share, and the growth share obligation;
4. An implementation schedule that sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-2.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6, based on the following:
 - i. Documentation for mechanisms to address the prior round obligation, the rehabilitation share, and the growth share obligation up to the first plan review pursuant to N.J.A.C. 5:96-10 shall be submitted at the time of petition;
 - ii. Documentation for zoning for inclusionary development, an accessory apartment program, or a market to affordable program shall be submitted at the time of petition and implemented within 45 days of substantive certification;
 - iii. Documentation for the extension of expiring controls shall be submitted at the time of petition and implemented in accordance with an implementation schedule pursuant to (a)4iv below; and
 - iv. Documentation for all mechanisms not included in (a)4i through iii above shall be submitted according to an implementation schedule, but no later than two years prior to scheduled implementation of the mechanism, and shall consider the economic viability of the mechanisms and the actual growth share obligation that has or will occur as calculated pursuant to N.J.A.C. 5:97-2.5. Pursuant to N.J.A.C. 5:97-2.5(d), the municipality shall comply with the plan evaluation requirements and shall be subject to the enforcement remedies of N.J.A.C. 5:96-10.4.
5. Notwithstanding (a)4iv above, a municipality with insufficient vacant land that 19 has been granted or is seeking a vacant land adjustment pursuant to N.J.A.C. 5:97-5.1 or a household and employment growth projection adjustment pursuant to N.J.A.C. 5:97-5.6 shall submit all information and documentation required by N.J.A.C. 5:97-6 at the time of petition, unless it meets the requirements of (a)5i and ii below, in which case it shall submit the required information and documentation in accordance with an implementation schedule, but no later than two years prior to scheduled implementation of the mechanism, and shall consider the economic viability of the mechanisms and the actual growth share obligation that has or will occur as calculated pursuant to N.J.A.C. 5:97-2.5.

Pursuant to N.J.A.C. 5:97-2.5(d), the municipality shall comply with the plan evaluation requirements and shall be subject to the enforcement remedies of N.J.A.C. 5:96-10.4.

- i. The municipality demonstrates that the mechanism(s) does not rely upon the availability of vacant land (that is, redevelopment), or
 - ii. The municipality takes appropriate measures to reserve scarce resources that may be essential to implement the mechanisms that rely on the availability of vacant land to address the growth share obligation.
6. Draft and/or adopted ordinances necessary for the implementation of the mechanisms designed to satisfy the fair share obligation,
 7. A demonstration that existing zoning or planned changes in zoning provide adequate capacity to accommodate any proposed inclusionary developments pursuant to N.J.A.C. 5:97-6.4,
 8. A demonstration of existing or planned water and sewer capacity sufficient to accommodate all proposed mechanisms; and
 9. A spending plan pursuant to N.J.A.C. 5:97-8.10, if the municipality maintains or intends to establish an affordable housing trust fund pursuant to N.J.A.C. 5:97-8.
- (b) The Fair Share Plan shall also include any other documentation pertaining to the review of the municipal Fair Share Plan as required by this chapter and N.J.A.C. 5:96 or requested by the Council

A municipality's Fair Share Plan must address its (1) rehabilitation share, (2) prior round obligation, and (3) growth share obligation. COAH's regulations provide the means for a municipality to determine and address its new affordable housing obligation. Based on the previous chapter, the Borough's Third Round Obligation can be summarized as follows:

Table IV-1
Third Round Affordable Housing Obligation for Alpha Borough

	Number of Units	
Rehabilitation Share	2	<i>(See Appendix B at N.J.A.C. 5:97. et seq.)</i>
Prior Round Obligation	13	<i>(See Appendix C at N.J.A.C. 5:97. et seq.)</i>
Projected Growth Share	1	<i>Source: Alpha Borough and CMX</i>
Actual Growth Share	13	<i>See Chapter III Fair Share Obligation</i>

REHABILITATION SHARE

As outlined in amendments to 5:97 effective October 20, 2008, the Borough's rehabilitation share is two (2) units. These 2 units represent the sum of substandard housing that is occupied by low and moderate income families in the Borough.

Documentation provided by the Warren County Housing Program administrator shows that two (2) units were rehabilitated and issued final inspection after April 1, 2000. Both units meet the requirements of 5:97-4.5(b) as they were funded and administered by the Warren County Housing Program. A signed monitoring form issued by the County is included in the Appendix.

PRIOR ROUND OBLIGATION

As outlined in amendments to 5:97 effective October 20, 2008, the Borough's Prior Round Obligation is thirteen (13) units. This includes a Prior Round Rental Obligation of three (3) units. See Table IV-2 along with the description on the following page for corresponding credits fulfilling the Prior Round Obligation.

GROWTH SHARE OBLIGATION

Alpha's Growth Share Obligation is fourteen (14) units. Within this number the Borough is required to provide seven (7) family units, seven (7) low income units, two (2) of which must be affordable to very low income families and four (4) rental units, two (2) of which must be family rentals. See Table IV-2 along with the description on the following page for corresponding credits fulfilling the Growth Share Obligation.

**Table IV-2
Satisfaction of Fair Share Obligation, Borough of Alpha**

Project Name	Completion Date	Afford. Units	Family	Rental	Low/ Mod.	Very Low	Bonus	Total
Prior Round Obligation (13 Units – 3 Rental Units Required)								
Alpha Group Home	5/15/86	2	0	2	2/0	2	0	2
Alpha Group Home	5/15/86	5	0	5	5/0	5	0	5
The Grande @ Parkview Inclusionary Development	2014 (estimated)	6	6	0	0/6	0	0	6
Required		13	0	2	7/6	0	n/a	13
Provided		13	6	7	7/6	7	0	13
Growth Share Obligation (14 Units – 4 Rental Units Required)								
The ARC of Warren County	2006	4	0	4	4/0	4	0	4
Alternatives Homes 2005 - Alpha	2008	3	0	3	3/0	3	0	3
The Grande @ Parkview Inclusionary Development	2014 (estimated)	10	10	0	0/10	0	0	10
Required		14	7	4	7/7	2	n/a	14
Provided		17	10	7	7/10	7	0.5	17

The Borough is proposing to meet its Prior Round and Growth Share Obligations with credits associated with a total of four (4) projects, including three (3) supportive and special needs housing facilities and one (1) inclusionary development project. They are as follows:

- Alpha Group Home – ARC of Warren County. Located at 429 Pohatcong Street, the Alpha Group Home contains 7 bedrooms that are occupied by permanent residents with special needs. The facility is licensed by the New Jersey Department of Human Services Division of Developmental Disabilities and is deed restricted until February of 2026.
- Alternatives Homes 2005 – Alpha – Alternatives Homes 2005, Inc.: Located at 1507 West Boulevard, this Alternatives facility includes 3 bedrooms of permanent supportive housing for individuals with special needs. It is deed restricted until February of 2049.
- ARC of Warren County: Located at 909 West Boulevard, this ARC of Warren County facility contains 4 bedrooms that are occupied by residents with special needs.

- The Grande @ Parkview Estates – D.R. Horton, Inc.: This inclusionary development is located along Route 519 in the southern part of the Borough. 16 for-sale units will be provided.

See the Appendix for Supportive and Special Needs Housing Surveys for the Alpha Group Home, the ARC of Warren County facility and Alternatives Homes 2005- Alpha

One element of the Growth Share Obligation not addressed in Table IV-2 is the family rental requirement. The Borough must provide two (2) family rental units per COAH's Substantive Rules. While a total of fourteen (14) rental units are provided by way of the three group homes that currently exist within the Borough, these rental units do not qualify as family rentals, as they are not available to the general population. The Borough is formally requesting a waiver from 5:97-3.4(b), as constructing or otherwise funding the creation of two (2) family rental units would be an unnecessary financial and practical hardship for the Borough.

The Borough feels strongly that it meets the intent, if not the letter, of the Council's rules regarding family rental housing. It should be noted that much of the family rental housing offered within Alpha is available at rents affordable even to low income families. A brief analysis undertaken using COAH's rent calculator shows that units offered at Evergreen Village Apartments are affordable to those making less than 50% of the region's median income. (See Appendix). The fact of the matter is that the prevailing rates of the rental market in this part of Warren County have and will continue to be in line with maximum rents permitted by COAH.

ANALYSIS OF SITES ADDRESSING THE PRIOR ROUND OBLIGATION

The Borough's Fair Share Plan includes one inclusionary development site aimed at addressing the Prior Round Obligation that has not yet been constructed. The project is known as the Grande @ Parkview Estates and is proposed for construction on Block 96, Lot 5. As the project does not require water and sewer capacity beyond what was already guaranteed through the approval process, a Highlands Consistency Review Report is not required.

It should be noted that the Grande @ Parkview Estates has obtained all local approvals required for construction as well as all required outside agency approvals. The site has access to public water and public sewer infrastructure and is located in Planning Area 1, one of the preferred locations for affordable housing. D R Horton, the developer, has already filed the final subdivision map and the lots legally exist as of the date of this plan.

IMPLEMENTATION SCHEDULE

With the exception of the Grande @ Parkview Estates inclusionary project, all other mechanisms utilized as credits towards the Borough's Fair Share Obligation have been constructed and are occupied. As to the Grande @ Parkview Estates, it is unclear when the developer will commence construction. The project has received all local and outside agency approvals necessary and the final subdivision maps have been filed with the Warren County Clerk. The building lots legally exist as of the date of this plan. Without confirmation from the developer, DR Horton, the estimated completion date is 2014.

V. APPENDIX

Illustrative Pricing

illustrative
2009
Low and Moderate Income
Rents for New Construction and/or Reconstruction

Region 2 Essex - Morris - Union - Warren

Median Income 1.5 person \$65,636
Median Income 3 person \$78,763
Median Income 4.5 person \$91,015

Low Income (30% Median)

Size	Gross Rent	Utility Allowance*	Net Rents
1 bedroom	\$492	\$100	\$392
2 bedroom	\$591	\$125	\$466
3 bedroom	\$683	\$151	\$532

Low Income (35% Median)

Size	Gross Rent	Utility Allowance*	Net Rents
1 bedroom	\$574	\$100	\$474
2 bedroom	\$689	\$125	\$564
3 bedroom	\$796	\$151	\$645

Low Income (46% Median)

Size	Gross Rent	Utility Allowance*	Net Rents
1 bedroom	\$755	\$100	\$655
2 bedroom	\$906	\$125	\$781
3 bedroom	\$1,047	\$151	\$896

Moderate Income (60% Median)

Size	Gross Rent	Utility Allowance*	Net Rents
1 bedroom	\$985	\$100	\$885
2 bedroom	\$1,181	\$125	\$1,056
3 bedroom	\$1,365	\$151	\$1,214

At least one rent shall be set for low-income units by bedroom size and at least one rent shall be set for moderate-income units by bedroom size. However, the rents must average no more than 52 percent of median income. At least 10 percent of all low- and moderate-income units shall be affordable to households earning no more than 35 percent of median income.

NOTE: One bedroom housing is affordable to a 1.5 person household
Two bedroom housing is affordable to a 3 person household
Three bedroom housing is affordable to a 4.5 person household

***Illustrative Only - Use the HUD Utility Allowances for the appropriate unit type**

Illustrative*
2009
Low and Moderate Income
Sales Prices for New Construction

Region 2 Essex - Morris - Union - Warren

Median Income 1.5 person \$65,636
Median Income 3 person \$78,763
Median Income 4.5 person \$91,015

Size	Very Low Income (30%)	Low Income (40%)	Max. Low (50%)	Average (55%)	Max. Moderate (70%)
1 bedroom	\$44,304	\$59,072	\$73,840	\$81,224	\$103,376
2 bedroom	\$53,165	\$70,886	\$88,608	\$97,469	\$124,051
3 bedroom	\$61,435	\$81,913	\$102,391	\$112,631	\$143,348

NOTE: One bedroom housing is affordable to a 1.5 person household
Two bedroom housing is affordable to a 3 person household
Three bedroom housing is affordable to a 4.5 person household

*Illustrative Only: The prices will vary depending upon municipal tax rate, county equalization ratio, permanent interest rate and condominium association fee, if applicable.

Workbook B

Workbook B:
Summary of Growth Share Determination Using Municipal Projections

Municipality Name: Alpha Borough

(Note: Municipalities seeking a lower growth projection based on the lack of available land may not use Workbook B. Rather, these municipalities must use Workbook C.)

[CLICK HERE to go to Workbook C](#)

This workbook contains two separate worksheets to be used for determining the projected Municipal Growth Share Obligation. Worksheet A must be completed by all municipalities. Worksheet A is the tool that allows the user to enter COAH-generated Growth Projections included in Appendix F(2) of the revised Third Round Rules to determine the Growth Share Obligation after applying exclusions permitted by N.J.A.C. 5.97-2.4. Municipalities that accept the COAH-generated Growth projections need only use Worksheet A.

[Click Here to complete Worksheet A](#)

Municipalities anticipating that growth through 2018 is likely to exceed the growth through 2018 that has been projected by COAH should complete Worksheet A and Worksheet B. Worksheet A establishes a projected Growth Share Obligation based on COAH-generated growth projections against which the municipally determined Growth Share Obligation will be compared. Municipal alternative growth projections that exceed COAH projections would be used if the municipality anticipates growth higher than what COAH has projected and seeks to plan accordingly.

[Click Here to complete Worksheet B](#)

Summary Of Worksheet Comparison

COAH Projected Growth Share	COAH Projected Growth Share (From Worksheet A)	Municipally Projected Growth Share (From Worksheet B)
Residential Growth	101	122
Residential Exclusions	108	108
Net Residential Growth	-7	14
Residential Growth Share	0.00	2.86
Non-Residential Growth	205	179
Non-Residential Exclusions	0	0
Net Non- Residential Growth	205	179
Non-Residential Growth Share	12.81	11.17
Total Growth Share	13	14

The Municipal growth share projection exceeds the COAH projection. Please file Workbook B and use a Residential Growth share of 2.86 units plus a Non-residential growth share of 11.17 units for a total growth share obligation of 14 affordable units.

Worksheet B
Growth Share Determination Using Municipal Projections

Municipality Name:

Alpha Borough

Actual Growth 01/01/04 to Present

Residential COs Issued 8

Qualified Residential Demolitions 0

[Get Certification Form](#)

Note: To qualify as an offsetting residential demolition, the unit must be the primary residence of the household for which the demolition permit has been issued, it had to be occupied by that owner for at least one year prior to the issuance of the demolition permit demolition, it has to continue to be occupied by that household after the re-build and there can be no change in use associated with the property. (See N.J.A.C. 5:97-2.5(a)1 v.) A Certification Form must be completed and submitted for each qualifying demolition.

Non-residential CO's by Use Group	Square Feet Added (COs Issued)	Square Feet Lost Demolition Permits Issued)	Jobs/1,000 SF	Total Jobs
B	19,637		2.8	54.98
M	5,992		1.7	10.19
F	44,810		1.2	53.77
S	59,780		1.0	59.78
H			1.6	0.00
A1			1.6	0.00
A2			3.2	0.00
A3			1.6	0.00
A4			3.4	0.00
A5			2.6	0.00
E			0.0	0.00
I			2.6	0.00
R1			1.7	0.00
Total	130,219	0		178.72

Projected Growth through 12/31/18 not included in actual above

Pending Residential Approvals 108

Known Residential Development Applications 0

Additional Projected Residential Growth through 2018 6

Pending, Known and Anticipated Non-Residential Growth by Use Group	Square Feet Projected to be built	Square Feet Projected to be Demolished	Jobs/1,000 SF	Total Jobs
B	0	0	2.8	0.00
M			1.7	0.00
F			1.2	0.00
S	0		1.0	0.00
H			1.6	0.00
A1			1.6	0.00
A2			3.2	0.00
A3			1.6	0.00
E			0.0	0.00

1			2.6	0.00
R1			1.7	0.00
Total		0	0	0

	Residential	Non-Residential
Total Municipal Projections From Above	122	179
Subtract the following Residential Exclusions pursuant to 5:97-2.4(a) from Worksheet A	If you have not yet completed Worksheet A, Please click here to do so before continuing with Worksheet B	
COs for prior round affordable units built or projected to be built post 1/1/04		
Inclusionary Development	16	
Alternative Living Arrangements	1	
Accessory Apartments	0	
Municipally Sponsored or 100% Affordable	0	
Assisted Living	0	
Other	0	
Market Units in Prior Round Inclusionary development built post 1/1/04	91	
Non-Residential Exclusions Pursuant to 5:97-2.4(b)		
Affordable units	0	
Associated Jobs		0
Net Growth Projection	14	179
Projected Growth Share Divide Residential Growth by 5 and Jobs by 16	2.86 Affordable Units	11.17 Affordable Units

Total Projected Growth Share Obligation 14.03 Affordable Units

[Click Here to return to Workbook B Summary sheet](#)

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

COAH Growth Projections
Must be used in all submissions

Municipality Name: Alpha Borough

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

	Residential	Non-Residential
1 Enter Growth Projections From Appendix F(2)*	101	205
2 Subtract the following Residential Exclusions pursuant to 5:97-2.4(a) from "Exclusions" tab	Click Here to enter Prior Round Exclusions	
COs for prior round affordable units built or projected to be built post 1/1/04		
Inclusionary Development	16	
Supportive/Special Needs	1	
Accessory Apartments	0	
Municipally Sponsored or 100% Affordable	0	
Assisted Living	0	
Other	0	
Market Units in Prior Round Inclusionary development built post 1/1/04	91	
Subtract the following Non-Residential Exclusions Pursuant to 5:97-2.4(b)		
Affordable units	0	
Associated Jobs		0
3 Net Growth Projection	-7	205
Projected Growth Share (Conversion to Affordable Units)	0.00 Affordable Units	12.81 Affordable Units
4 Divide HH by 5 and Jobs by 16)		
5 Total Projected Growth Share Obligation		13 Affordable Units

[Click Here to return to Workbook B Summary](#)

* Use Appendix F(2), Figure A.1, Housing Units by Municipality for Residential growth and Appendix F(2), Figure A.2, Employment by Municipality for Non residential growth.

Affordable and Market-Rate Units Excluded from Growth

Municipality Name: Alpha Borough

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

Development Type	Number of COs Issued and/or Projected
Supportive/Special Needs Housing	1
Accessory Apartments	
Municipally Sponsored and 100% Affordable	
Assisted Living	
Other	
Total	1

Market and Affordable Units in Prior Round Inclusionary Development

Built post 1/1/04
N.J.A.C. 5:97-2.4(a)
(Enter Y for Yes in Rental column. If rental units resulted from N.J.A.C. 5:97-2.15(c)(5 Incentives)

Development Name	Rental? Y/N	Total Units	Market Units	Affordable Units	Market Units Excluded
Grande@Parkview	Y	108	92	16	91
		0			0
		0			0
		0			0
		0			0
Total		108	92	16	91

Jobs and Affordable Units Built as a result of post 1/1/04 Non-Residential Development

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

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

When finished, [click here](#) to return to Worksheet A

**Rehabilitation Program Information From The Warren County Housing
Program**

Report Period: 01/01/06 through 12/31/06

[illegible]

Supportive and Special Needs Housing Surveys

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

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

CERTIFICATIONS

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

Certified by: JEAN D. PALMER 5/14/2010
Project Administrator Date

Certified by: _____
Municipal Housing Liaison Date

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

Municipality: Alpha Borough County: Warren
 Sponsor: Alternatives, Inc. Developer: Alternatives Homes 2005, Inc.
 Block: 1 Lot: 1 Street Address: 1507 West Boulevard
 Facility Name: Alternatives Homes 2005 - Alpha

Section 1: Type of Facility <input type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008) <input checked="" type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHS) <input checked="" type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other - Please Specify: _____	Section 2: Sources and amount of funding committed to the project: <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____ <input type="checkbox"/> Balanced Housing - Amount \$ _____ <input checked="" type="checkbox"/> HUD - Amount <u>\$458,288.00</u> Program <u>Section 811</u> <input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____ <input type="checkbox"/> Farmers Home Administration - Amount \$ _____ <input type="checkbox"/> Development fees - Amount \$ _____ <input type="checkbox"/> Bank financing - Amount \$ _____ <input checked="" type="checkbox"/> Other - Please specify: <u>\$24,150.00 - DDD</u> <input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/funding 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 3, including: # of very low-income units _____ # of low-income units _____ # of moderate-income units _____ # of market-income units _____
Section 5: Length of Controls: <u>40</u> years Effective Date of Controls: <u>06/19/2008</u> Expiration Date of Controls: <u>02/19/2049</u> Average Length of Stay: _____ months (transitional facilities only)	Section 6: <input checked="" type="checkbox"/> CO Date: <u>03/28/08</u> For licensed facilities, indicate licensing agency: DHHS <input type="checkbox"/> DHHS <input type="checkbox"/> DHS <input type="checkbox"/> DCA <input type="checkbox"/> LICA <input type="checkbox"/> Other _____ Initial License Date: ____/____/____ Current License Date: ____/____/____
Section 7: Has the project received project-based rental assistance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No; Length of commitment: <u>5 years</u> Other operating subsidy sources: _____, Length of commitment: _____ Is the subsidy renewable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Section 8: The following verification is attached: <input checked="" type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UNAC deed restriction, etc.) <input type="checkbox"/> 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Population Served (describe): <u>Low-income individuals with a developmental disability</u> Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Accessible (in accordance with NJ Barrier Free Subcode)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Section 16: Affirmative Marketing Strategy (check all that apply):

- ☒ DDD/DMIS/DJSS 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: Tom Schenk 04/19/2010
Project Administrator Date

Certified by: _____
Municipal Housing Liaison Date

ALPHA BUILDING DEPARTMENT
CERTIFICATE OF CONTINUED OCCUPANCY

1697-08
CCO NUMBER

DATE ISSUED 3/28/08

THIS WILL CERTIFY THAT: ALTERNATIVES INC.

AT: 600 First Avenue, Raritan, N.J. 08869
Address

ADDRESS OF PROPERTY REQUIRING CERTIFICATE:

1507 West Blvd APT. NO. _____

BLOCK 1 LOT 1

HAS COMPLIED WITH THE "ALPHA CODE", CHAPTER 124 ARTICLE VIII,
SECTION 124-50 B., AND IS HEREBY AWARDED A CERTIFICATE OF
CONTINUED OCCUPANCY.

FOR APARTMENT NUMBER _____ FLOOR _____

THIS CERTIFICATE IS FOR NEW OWNER ONLY.
Tenant or Owner Name

FOR USE AS Single Family Home ONLY.

CERTIFICATION OF
SMOKE DETECTOR & CARBON MONOXIDE
ALARM COMPLIANCE PER
N.J.A.C. 5:70-4.19

Kevin R. Dondy
ALPHA HOUSING INSPECTOR

4 Fire Extinguisher
Certification

NOTE

ANY TENANT OR OWNER CHANGE AFTER DATE LISTED ON THIS
CERTIFICATE ISSUANCE WILL REQUIRE A NEW CERTIFICATE AND ALL
REQUIRED FEES AND INSPECTIONS FROM THE ALPHA BUILDING
DEPARTMENT.

Paid 75⁰⁰ #46870

Capital Advance Program
Instructions for the Preparation of
Mortgage, Deed of Trust,
or Security Deed & ASSIGNMENT OF RENTS

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

OMB Approval No. 2502-0470
(exp. 11/30/2006)

Alternatives Homes 2005
Project No.: 031-BD147

Under Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act

Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0470), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Do not send this form to the above address.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the projects meet statutory requirements, ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

Use the current FHA corporate mortgage, deed of trust, or security deed form applicable to the jurisdiction in which the mortgage premises are located to prepare the Section 202 or Section 811 mortgage, deed of trust or security deed.

Appropriate modifications will be needed to show that the Secretary of Housing and Urban Development is making a capital advance rather than insuring a loan and to delete all references to mortgage insurance. A sample form is shown below and on the following pages showing these changes and others (note especially paragraphs 10, 19 and 20) pertinent to the special features of the Section 202 or Section 811 program.

Sample Mortgage Form:

This Indenture, made this 19th day of June, 2008, between Alternatives Homes
2005, Inc., 600 First Avenue, Raritan, New Jersey 08869

organized and existing under the laws of the State of New Jersey, a corporation
and the United States of America acting by and through the Secretary of Housing and Urban Development, hereinafter referred to as Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee in the principal (capital advance amount) sum of Eight Hundred Eighty Nine Thousand Three Hundred and 00/100 Dollars (\$ 889,300.00), evidenced by its note of even date herewith, said principal being payable provided in said note with a final maturity of February 19, 2042, which note is identified as being secured hereby by a certificate thereon. Said note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and the performance of the covenants and agreements herein contained, does by these presents Convey, Mortgage, and Warranty unto the Mortgagee, successors or assigns, the following-described real estate situate, lying, and being in the Township of Bridgewater commonly known as
293 Grove Street, Bridgewater, New Jersey 08807 and Borough of Alpha commonly known as
1507 West Boulevard, Alpha, New Jersey 08865

, in the County of Somerset and Warren, and the State of New Jersey, to wit:

as more fully described in Schedule A attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises; including but not limited to all gas and electric fixtures; all radiators, heaters, furnaces, heating equipment, steam and hot-water boilers, stoves and ranges; all elevators and motors; all bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing fixtures; all mantels and cabinets; all refrigerating plants and refrigerators, whether mechanical or otherwise; all cooking apparatus; all furniture, shades, awnings, blinds, and other furnishings, all of which apparatus, fixtures, and equipment, whether affixed to the realty or not, shall be considered real estate for the purposes hereof, and including all furnishings now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, and all renewals or replacements thereof or articles in substitution therefor; together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein;

To Have And To Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, successors and assigns, forever, for the purposes and uses herein set forth.

And Said Mortgagor covenants and agrees:

1. That it will pay the Mortgage Note at the times and in the manner provided therein;
2. That it will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Mortgage was executed;
3. That the Regulatory Agreement, executed by the Mortgagor and the Secretary of Housing and Urban Development, which is being recorded simultaneously herewith, is incorporated in and made a part of this Mortgage. Upon default under the Regulatory Agreement, the Mortgagee, at his/her option, may declare the whole indebtedness secured to be due and payable;
4. That all rents, profits and income from the property covered by this Mortgage are hereby assigned to the Mortgagee for the purpose of



BRETT A. BOBI COUNTY CLERK
SOMERSET COUNTY, NJ
2008 JUN 19 12:47:12 PM
BK1842 PG 1138-1139

discharging the debt hereby secured. Permission is hereby given to Mortgagor so long as no default exists hereunder, to collect such rents, profits and income for use in accordance with the provisions of the Regulatory Agreement;

5. That upon default hereunder Mortgagee shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;
6. That at the option of the Mortgagor the principal balance secured hereby may be adjusted on terms acceptable to the Mortgagee if partial prepayment results from an award in condemnation in accordance with provisions of paragraph 8 herein, or from an insurance payment made in accordance with provisions of paragraph 7 herein, where there is a resulting loss of project income;
7. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Mortgagee, and all such insurance shall be evidenced by standard Fire and Extended Coverage Insurance policy or policies, in amounts not less than necessary to comply with the applicable Coinsurance Clause percentage, but in no event shall the amounts of coverage be less than eighty per centum (80%) of the insurable values or not less than the principal sum of the Mortgage, whichever is the lesser, and in default thereof the Mortgagee shall have the right to effect insurance. Such policies shall be endorsed with standard Mortgagee Clause with loss payable to the Mortgagee, as interest may appear, and shall be deposited with the Mortgagee;
That if the premises covered hereby, or any part thereof shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company, to the extent of the principal sum remaining, shall be paid to the Mortgagee, and, at his/her option, may be applied to the debt or released for the repairing or rebuilding of the premises;
8. That all awards of damages in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to Mortgagee, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittance thereof and to appeal from any such award.
9. That it is lawfully seized and possessed of said real estate in fee simple and has good right to convey same;
10. To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; that it will not make any structural alterations to the building without the written consent of the Mortgagee; to pay to the Mortgagee, or deposit in an escrow account acceptable to the Mortgagee, as hereinafter provided, until the final maturity date, a sum sufficient to pay all taxes and special assessments that heretofore or hereafter may be lawfully levied, assessed or imposed by any taxing body upon the said land, or upon the Mortgagor or Mortgagee on account of the ownership thereof to the extent that provision has not been made by the Mortgagor for the payment of such taxes and special assessments as hereinafter provided in subparagraph 17.
11. In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrances, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in the Mortgagee's discretion he/she may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much

additional indebtedness, secured by this Mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor, and shall bear interest at the rate to be specified by the Mortgagee from the date of advance until paid, and shall be due and payable on demand;

12. It is expressly provided, however (all other provisions of this Mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall he/she have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessments, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same, but in the event of a tax contest, the Mortgagor shall deposit with the Mortgagee an amount estimated by the Mortgagee sufficient to satisfy all taxes, penalties, interest, and costs which may reasonably accrue during such contest;
13. That it will not voluntarily create or permit to be created against the property subject to this Mortgage any lien or liens inferior or superior to the lien of this Mortgage and further that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any all buildings now being erected or to be erected on said premises;
14. That the improvements about to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of applicable fire rating or inspection organization, bureau, association, or office. In the event the Mortgagor shall at any time fail to comply with such rules, regulations, and ordinances which are now or may hereafter become applicable to the premises above described, after due notice and demand by the Mortgagee, thereupon the principal sum and all arrears of interest and other charges provided for herein, shall at the option of the Mortgagee become due and payable;
15. The Mortgagor covenants and agrees that so long as this Mortgage and the said note secured hereby are outstanding, it will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, national origin, sex, familial status, handicap, age, or creed, unless permitted by the Housing Act of 1959 or the National Affordable Housing Act and the HUD regulations promulgated thereunder.
16. That the funds to be advanced herein are to be used in the construction of certain improvements on the lands herein described, in accordance with a Capital Advance Agreement between the Mortgagor and
Mortgagee dated March 16, 20 08,
which Capital Advance Agreement (except such part or parts thereof as may be inconsistent therewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage; and if the construction of the improvements to be made pursuant to said Capital Advance Agreement shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, the Mortgagee, after due notice to the Mortgagor or any subsequent owner, is hereby invested with full and complete authority to enter upon said premises, employ workmen to protect

- such improvements from depredation or injury and to preserve and protect the personal property therein, and to continue any and all outstanding contracts for the erection and completion of said buildings, to make and enter into any contracts and obligations wherever necessary, either in his/her own name or in the name of the Mortgagor, and to pay and discharge all debts, obligations, and liabilities incurred thereby. All such sums so advanced by the Mortgagee (exclusive of portions of the principal of the indebtedness secured thereby) shall be additionally secured by this Mortgage and shall be due and payable on demand with interest at the rate to be specified by the Mortgagee. The principal sum and other charges provided for herein shall, at the option of the Mortgagee or holder of this Mortgage and the note securing the same, become due and payable on the failure of the Mortgagor to keep and perform any of the covenants, conditions, and agreements of said Capital Advance Agreement. This covenant shall be terminated upon completion of the improvements to the satisfaction of the Mortgagee and the making of the final payment as provided in said Capital Advance Agreement.
17. The Mortgagor, will pay to the Mortgagee as required, until the final maturity date, a sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by the Mortgage, plus the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, taxes, and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, water rates, taxes and special assessments shall become due.
 18. Any excess funds accumulated under the preceding paragraph remaining after payment of the items therein mentioned shall be credited to subsequent payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor the Mortgagor shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder. If the property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under the preceding paragraph shall be credited to the principal of the Mortgage as of the date of commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and
 19. That the Mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
 20. That so long as the Mortgage and Note secured hereby are outstanding, it will not (a) rent dwelling accommodations in the mortgaged premises in excess of the rates approved by the Mortgagee or for periods of less than one month; (b) rent the premises as an entirety, (c) rent the premises or any part thereof to any persons for the purpose of subleasing; (d) rent the premises or permit its use for hotel or transient purposes; (e) require of any tenant as a condition of occupancy life-lease contracts, fees or other payments over and above those for rents, utilities, and collateral services.
 21. In The Event of default in making any payment provided for herein or in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant herein stipulated, then the whole of said principal sum shall, at the election of the Mortgagee, without notice, become immediately due and payable, in which event the Mortgagee shall have the right immediately to foreclose this Mortgage.
 22. And In Case Of Foreclosure of this Mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant, not to exceed in any case five per centum (5%) of the amount of the principal indebtedness found to be due, and the stenographer's fees of the complainant in such proceeding, and costs of minutes of foreclosure, master's fees, and all other costs of suit, and also for all outlays of documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, instituted by the Mortgagee to enforce the provisions of this Mortgage or in case of any suit or legal proceeding wherein the Mortgagee shall be made a party thereto by reason of this Mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be further lien and charge upon said premises under this Mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this Mortgage;
 23. And There Shall Be Included in any decree foreclosing this Mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) All the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate specified by the Mortgagee, from the time such advances are made; (3) All the accrued interest remaining unpaid on the indebtedness hereby secured; (4) All the said principal sum. The over-plus of the proceeds of sale, if any, shall then be paid as the court may direct;
 24. A Reconveyance of said premises shall be made by the Mortgagee to the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made the Mortgagor, and the payment of the sums owed under the terms of the said note.
 25. It Is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor;
 26. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person except decree or judgment creditors of the Mortgagor acquiring any interest in or title to the premises subsequent to the date of this Mortgage;
 27. The Covenants Herein Contained shall bind, and the benefits and advantages shall inure to, the successors and assigns of the respective parties hereto. Wherever used, the singular number shall be plural, the plural the singular, and the use of any gender shall be applicable to all genders.

LEGAL DESCRIPTION**Site 1 (Lot No. 4, Block 201, Township of Bridgewater, County of Somerset):**

ALL that certain tract, lot and parcel of land lying and being in the Township of Bridgewater, County of Somerset and State of New Jersey, being more particularly described as follows:

BEGINNING at a point on the Westerly line of Grove Street (66' wide) said point being described along 2 courses from the intersection of the Westerly line of Grove Street (40' ± wide) and the Northerly line of Young Street (50' wide)

thence (A) Northerly along the Westerly line of Grove Street, two hundred seventy three and forty three hundredths (273.43') feet to a point on the municipal boundary of the Borough of Somerville and the Township of Bridgewater;

thence (B) Westerly along the municipal boundary twelve and forty five hundredths (12.45') feet to the point of BEGINNING;

thence (1) North seventy five degrees fifty five minutes eighteen seconds West (N 75° 55' 18" W) a distance of one hundred fifty and eighteen hundredths (150.18') feet to a point;

thence (2) North twenty one degrees forty six minutes thirty seconds East (N 21° 46' 30" E) a distance of fifty and forty eight hundredths (50.48') feet to a monument;

thence (3) South seventy five degrees fifty five minutes eighteen seconds East (S 75° 55' 18" E) a distance of forty and ninety five hundredths (40.95') feet to a point;

thence (4) North fourteen degrees four minutes forty two seconds East (N 14° 04' 42" E) a distance of twenty five (25.0') feet to a point;

thence (5) South seventy five degrees fifty five minutes eighteen seconds East (S 75° 55' 18" E) a distance of one hundred ten (110.0') feet to a point on the Westerly line of Grove Street;

thence (6) Southerly along the Westerly line of Grove Street along a curve to the right having a radius of two hundred five and nine hundredths (205.09') feet an arc distance of five and fifty eight hundredths (5.58') feet to a point;

thence (7) Continuing along the Westerly line of Grove Street South twenty one degrees fourteen minutes West (S 21° 14' W) a distance of seventy and twelve hundredths (70.12') feet to the place of BEGINNING.

The above description was prepared in accordance with a survey performed on February 15, 2008, and prepared and dated February 27, 2008, by Decker & Coriell Inc., Professional Land Surveyors and Planners.

Note for Information Only:

Also known as Lot No. 4 in Block 201 on the Tax Map of the Township of Bridgewater; being commonly known as 203 Grove Street, Bridgewater, New Jersey 08807.

SCHEDULE A

LEGAL DESCRIPTION

Continued

Site II (Lot No. 1, Block 1, Borough of Alpha, County of Warren):

ALL that certain tract, lot and parcel of land lying and being in the Borough of Alpha, County of Warren and State of New Jersey.

BEING known and designated as Lots 661, 662 and part of 663 as shown on a certain map entitled "Alpha Side, Borough of Alpha N.J.", said map being duly filed in the Warren County Clerk's Office on May 26, 1964 as Filed Map No. 57.

BEING more particularly described as follows:

BEGINNING at the intersection of the Westerly line of Boulevard West (60' wide) and the Southerly line of Hobson Street (40' wide);

thence (1) Along the Southerly line of Hobson Street, South eighty eight degrees five minutes West (S 88° 05' W) a distance of one hundred twenty six and ninety hundredths (126.90') feet to a point on the municipal boundary line of the Borough of Alpha and the Township of Pohatcong;

thence (2) Along said municipal boundary line, South two degrees twenty five minutes East (S 2° 25' E) a distance of one hundred (100.0') feet to a point;

thence (3) North eighty eight degrees five minutes East (N 88° 05' E) a distance of one hundred twenty six and three hundredths (126.03') feet to a point on the westerly line of Boulevard West;

thence (4) Along the Westerly line of Boulevard West, North one degree fifty five minutes West (N 1° 55' W) a distance of one hundred (100.0') feet to the place of BEGINNING.

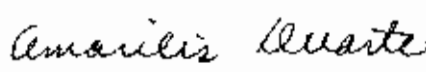
The above description was prepared in accordance with a survey performed on February 15, 2008, and prepared and dated February 27, 2008, by Decker & Coriell Inc., Professional Land Surveyors and Planners.

Note for Information Only:

Also known as Lot No. 1 in Block 1 on the Tax Map of the Borough of Alpha; being commonly known as 1507 West Boulevard, Alpha, New Jersey 08865.

In Witness Whereof, the Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its President, Carolyn Davis and attested by its Secretary, Amarilis Duarte on the day and year first above written, pursuant to authority given by resolution duly passed by the Board of Trustees of said corporation.
[Corporate Seal]

By 
Carolyn Davis, President

Attest 
Amarilis Duarte, Secretary

State of New Jersey)

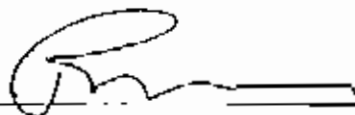
County of Essex)
)
)

I, Robert J. Romano, Jr., an Attorney-at-Law, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Carolyn Davis and Amarilis Duarte, personally known to me to be the same persons whose names are respectively as President and Secretary of Alternatives Homes 2005, Inc.,

subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth

Given under my hand and notarial seal, this 19th day of June, 2008

[Seal]



Notary Public

My commission expires

Robert J. Romano, Jr.
An Attorney at Law of the State of New Jersey

ANDORN & ROMANO
15 ESSEX RD
STE 406
PARMUS NJ 07652



Part I of the Project**Rental Assistance Contract**Section 202 Supportive Housing for the Elderly
Section 811 Housing for Persons with DisabilitiesU.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Type of Project	PRAC Contract No	HUD Project No
<input type="checkbox"/> New Construction		
<input checked="" type="checkbox"/> Substantial Rehabilitation	NJ39-Q051-003	031-HD147
<input checked="" type="checkbox"/> Acquisition		

This Project Rental Assistance Contract (Contract) is entered into between the United States of America acting through the Department of Housing and Urban Development (HUD) and Alternatives Homes 2005, Inc. (Owner) pursuant to

- ☒ Section 811 of the National Affordable Housing Act of 1990 or
☐ Section 202 of the Housing Act of 1959.

The purpose of this Contract is to provide project rental assistance payments on behalf of Eligible Families leasing decent, safe and sanitary from the Owner.

1.1 Significant Date and other Items; Contents and Scope of Contract

- (a) **Effective Date of Contract** SEE EFFECTIVE DATE FOR EACH STAGE ON PG 3
- (b) **Fiscal Year** The ending date of each Fiscal Year shall be September 30 (insert March 31, June 30, September 30, or December 31, as appropriate 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 shall be 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 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
Parking
- (2) **Equipment**
Range Refrigerator Microwave, Carpet, Laundry Facilities (in common area), Drapes, and Air Conditioning
- (3) **Utilities**
Electric for Hot Water, Cooking, Air Conditioning and Lights, etc. in the Units & Common Areas
Gas for Heating - 193 Grove Street, Bridgewater, NJ
Propane Furnace for Heating - 1507 West Boulevard, Alpha, NJ
Water
- (4) **Other:**
None
- (f) **Contents of Contract** This Contract consists of Part I - Part (I) 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) their applicable operating expenses.
Exhibit 2: The schedule showing contract and budget authority
Exhibit 3: The Affirmative Fair Housing Marketing Plan

Additional exhibits: (Specify additional exhibits, if any, such as Special Conditions for Acceptance. 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.

1.2 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 5 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 7 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).

1.3 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.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (118 U.S.C. 1801, 1810, 1812, 31 U.S.C. 3729, 3802)

United States of America

Secretary of Housing and Urban Development

Signature

SIGNATURES FOR EACH STAGE ON PG #

By:

Walter E. Kreher

Name

Director, Newark Multifamily Program Center

Official Title

Date

Owner: Alternatives Homes 2009, Inc.

Signature

SIGNATURES FOR EACH STAGE ON PG #

By:

Name

Official Title

Date

If the 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.

Stage 1

Execution of Contract with Respect to Contract Units Completed and Accepted in Stages

This Contract is hereby executed with respect to the units described in Exhibit 1a

Effective Date. The effective date of this Contract with respect to the units described in Exhibit 1a is October 8, 2008.

United States of America

Secretary of Housing and Urban Development
Signature

Owner: Alternatives Homes 2005, Inc
Signature

By Walter E. Krehor
Name
Director Newark Multifamily Program Center
Official Title
Date

By Carolyn Davis
Name
President
Official Title
October 8, 2008
Date

Stage 2

Execution of Contract with Respect to Contract Units Completed and Accepted in Stages

This Contract is hereby executed with respect to the units described in Exhibit 1b

Effective Date. The effective date of this Contract with respect to the units described in Exhibit 1b is _____

United States of America

Secretary of Housing and Urban Development
Signature

Owner: Alternative Homes 2005, Inc.
Signature

By WALTER E. KREHOR
Name
DIRECTOR NEWARK MULTIFAMILY PROGRAM CENTER
Official Title
Date

By CAROLYN DAVIS
Name
PRESIDENT
Official Title
APRIL 1, 2009
Date

Stage 3

Execution of Contract with Respect to Contract Units Completed and Accepted in Stages

This Contract is hereby executed with respect to the units described in Exhibit 1c

Effective Date. The effective date of this Contract with respect to the units described in Exhibit 1c is _____

United States of America

Secretary of Housing and Urban Development
Signature

Owner: _____
Signature

By _____
Name

Official Title

Date

By _____
Name

Official Title

Date

Exhibit 2

This Exhibit shows the initial and subsequent amounts of contract and budget authority obligated for project number NJ39-Q051-003

		Contract Authority	Budget Authority
As of the Effective Date of Agreement		<u>\$ 34,100.00</u>	<u>\$ 170,500.00</u>
Effective Date of Agreement Amendment	Show Increase or Decrease	<u>\$</u>	<u>\$</u>
	Revised Total	<u>\$</u>	<u>\$</u>
Effective Date of Agreement Amendment	Show Increase or Decrease	<u>\$</u>	<u>\$</u>
	Revised Total	<u>\$</u>	<u>\$</u>
As of the Effective Date of Contract		<u>\$ 34,100.00</u>	<u>\$ 170,500.00</u>
Effective Date of Contract Amendment	Show Increase or Decrease	<u>\$</u>	<u>\$</u>
	Revised Total	<u>\$</u>	<u>\$</u>
Effective Date of Contract Amendment	Show Increase or Decrease	<u>\$</u>	<u>\$</u>
	Revised Total	<u>\$</u>	<u>\$</u>

Y 2005 Projects

Pursuant to 31 U.S.C. Section 1551, any Project Rental Assistance Contract funds not disbursed by September 30, 2013 will be recaptured.

Exhibit 3 Affirmative Fair Housing Marketing Plan

This exhibit is the Affirmative Fair Housing Marketing Plan provided by the Newark FHEO Center

Additional Exhibits. (Specify, such as Special Conditions for Acceptance. If none, insert "None.") NONE

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

Municipality: Alpha Borough County: Warren
 Sponsor: ARC of Warren County Developer: ARC of Warren County
 Block: 19 Lot: 1 Street Address: 909 West Boulevard
 Facility Name: West Blvd. Group Home

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project:</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Please specify: _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>4</u>, including:</p> <p># of very low-income units <u>4</u></p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: <u>1/1/05</u></p> <p>Expiration Date of Controls: <u>1/1/10</u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p> <p style="font-size: 1.2em; font-family: cursive;">Permanent Residents</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: <u>12/1/05</u></p> <p>For licensed facilities, indicate licensing agency</p> <p><input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u>6/2006</u></p> <p>Current License Date: <u>1/30/09 - 11/30/2010</u></p>

Section 7:

Has the project received project-based rental assistance? ☐ Yes ☒ No; Length of commitment: _____

Other operating subsidy sources: _____; Length of commitment: _____

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

Age-restricted? ☐ Yes ☒ No

Population Served (describe): _____

Developmentally Disabled

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

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

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

CERTIFICATIONS

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

Certified by: _____

Bonnie Hill
Project Administrator

5-10-2010
Date

Certified by: _____

Municipal Housing Liaison

Date

RECORD AND RETURN TO:
CHRISTOPHER M. TROXELL, ESQUIRE
235 FROST AVENUE
PHILLIPSBURG, NEW JERSEY 08865

DEED

This Deed is made on **June 19**, 2006

BETWEEN COMMUNITY OPTIONS, INC.

whose post office address is 16 Farber Road, Princeton, NJ 08540
referred to as the Grantor,

AND

The ARC, Warren County Chapter, Inc.

whose post office address is soon to be P. O. Box 389, Washington, NJ 07882
referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys (transfer ownership of)
the property described below to the Grantee. This transfer is made for the sum of **ONE**
AND 00/100
-----(\$1.00) DOLLAR

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of
BOROUGH OF ALPHA

Lot(s): 1 Block(s) 19

Property. The property consists of the land and all the buildings and structures
on the land in the **BOROUGH** of **ALPHA** County of **WARREN**
and **STATE OF NEW JERSEY**. The property is described as follows:

See attached legal description.

PREPARED BY:

David A. Schweizer
DAVID A. SCHWEIZER, ESQUIRE

Consideration:		Excess Code:	
County	State	N.P.N.R.F	Total
.00	.00	.00	.00
Public	Extra...		
.00	.00		

Date: Jun 26, 2006

"SCHEDULE A" CONTINUED

BEGINNING at a stake, said stake being the intersection of the southerly right-of-way line of Boulevard North and the westerly right-of-way line of Boulevard West; thence

- (1) Along the southerly right-of-way line of Boulevard North South 88 degrees 05 minutes West 120.0 feet to a stake in the easterly right-of-way line of an alley; thence**
- (2) Along said easterly line of said alley South 2 degrees 25 minutes East 120.0 feet to a stake; thence**
- (3) Along the northerly side of Lot No. 628 North 88 degrees 05 minutes East 119.1 feet to a stake in the westerly right-of-way line of Boulevard West; thence**
- (4) Along said right-of-way line North 1 degree 55 minutes West 120.0 feet to place of BEGINNING.**



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

(Please Print or Type)

SELLER(S) INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification)

Name(s)

Community Options, Inc.

Current Resident Address:

Street: 16 Farber Road

City, Town, Post Office

Princeton, NJ

State

NJ

Zip Code

08540

Home Phone

(609) 951-9900

Business Phone

(609) 951-9900

PROPERTY INFORMATION (Brief Property Description)

Block(s)

19

Lot(s)

1

Qualifier

Street Address:

909 West Boulevard

City, Town, Post Office

Alpha

State

NJ

Zip Code

08865

Seller's Percentage of Ownership

100%

Consideration

\$1,000

Closing Date

SELLER ASSURANCES (Check the Appropriate Box)

1. ☐ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☒ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.

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.

6/19/06

Date

Date

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

Robert P. Schick President
Community Options, Inc.

Signature

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

STATE OF NEW JERSEY

COUNTY OF Merger

} SS.

FOR RECORDER'S USE ONLY

Consideration \$ 1.00
R.T.F. paid by seller \$ 0.00
Date 6-20-06 By cc

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

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

Deponent, Robert P. Stack, being duly sworn according to law upon his oath deposes and says that

he/she is the President of the Corporation (Grantor, Grantor, Legal Representative, Corp. Officer, Officer of Title Co., Lending Institution, etc.)

in a deed dated June 19, 2006 transferring real property identified as Block No. 19 Lot No. 1
969 West Boulevard
located at (Street address) Alpharetta, NJ 08865 Warren County and annexed hereto.

(2) CONSIDERATION \$ 1.00 (See Instruction #1 and #5 on reverse side)

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

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1966, as amended through Chapter 66, P.L. 2004, for the following reason(s): Mere reference to exemption symbol is not sufficient. Explain in detail.

Consideration is less than \$100.00

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

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

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

Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over* (See Instruction #7 on reverse side for A or B)
B. BLIND Grantor(s) ☐ legally blind
C. DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed*

Senior citizens, blind or disabled persons must also meet ALL of the following criteria

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

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

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

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

D. NEW CONSTRUCTION (See Instruction #8 and #10 on reverse side)

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

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1966, as amended through Chapter 66, P.L. 2004.

Subscribed and Sworn to before me this 16 day of July, 2006

Signature of Deponent

16 Farber Road, Princeton, NJ 08540
Deponent Address

Name of Grantor

Community Options, Inc.
by Robert P. Stack, President
Grantor Address at Time of Sale

NOTARY PUBLIC
STATE OF NEW JERSEY
DEVON R. RICHARDSON
MY COMMISSION EXPIRES OCT. 9, 2008

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.

FOR OFFICIAL USE ONLY

Instrument Number 281662 County Warren
Deed Number 2089 Book 157
Deed Dated 6-19-06 Date Recorded 6-20-06

BEING COMMONLY KNOWN AND DESIGNATED AS NO. 909 WEST BOULEVARD, ALPHA, NEW JERSEY 08865.

BEING the same premises conveyed to Grantor herein by Deed from Dean K. Mosher and Sandra A. Mosher, II/W dated 07/26/2002 and recorded 07/31/2002 in Deed Book 1821 Page 206 records for Warren County, New Jersey.

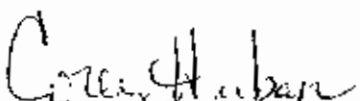

SUBJECT to such facts as an accurate survey and physical inspection of the premises may reveal; easements and restrictions of record, if any, unpaid municipal liens, if any, and zoning ordinances of the Borough of Alpha.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. The 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.

Witnessed by:

COMMUNITY OPTIONS, INC.


 (Seal)  (Seal)
COREY HRIBAR, ASSISTANT SECRETARY ROBERT P. STACK, PRESIDENT

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I certify that on June 19, 2006, Corey Hribar personally came before me and this person acknowledged under oath, to my satisfaction that:

- a) this person is the Assistant Secretary of Community Options, Inc.;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer who is 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; and
- d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
June 19, 2006.


Notary Public

NOTARY PUBLIC
STATE OF NEW JERSEY
DEVON L. RICHARDSON
MY COMMISSION EXPIRES OCT. 9, 2010

STATE OF NEW JERSEY, COUNTY OF Mercer SS:

I certify that on June 14, 2006, **Robert P. Stack** personally came before me and this person acknowledged under oath, to my satisfaction that:

a) this person signed and delivered the attached document as President of **Community Options, Inc.** the corporation named in this document;

b) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on
June 14, 2006.


Notary Public

NOTARY PUBLIC
STATE OF NEW JERSEY
DEVON L. RICHARDSON
MY COMMISSION EXPIRES OCT. 9, 2010

Recorded

Jun 26, 2006 01:56:23P

TERRANCE D LEE
WARREN COUNTY CLERK
BELVIDERE, NJ

Document Number: 2006- 00281662 Document Type: Deed
Recorded Date: 06/26/2006

Parties: COMMUNITY OPTIONS INC
ARC WARREN COUNTY CHAPTER INC

Pages Charged: 6
Pages Scanned: 7

Comment:

Recorded By: CHRISTOPHER M TROXELL

**** Examined and Charged as Follows ****

Deed	35.00
Coversheet	0.00
Preservation	35.00
Recording Fees Difference	20.00

Recording Fee: 90.00

	<u>Town</u>	<u>Serial #</u>	<u>Consideration</u>	<u>Tax Code</u>
Transfer Tax	0.00 ALPHA		1.00	E
County Treasurer	0.00			
State Treasurer	0.00			
NPNRF	0.00			
Extraordinary Aid	0.00			
Public Health	0.00			
General Fund	0.00			
Tax Fee:	0.00			

**** DO NOT REMOVE ****

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I hereby certify that the within and foregoing was recorded in the Clerk's Office for

File Information

Document Number: 2006- 00281662
Recorded Date: 06/26/2006 01:56 P
Receipt Number: 77033

Mail Back
CHRISTOPHER M TROXELL
235 FROST AVE

PHILLIPSBURG NJ 08865-



**** DO NOT REMOVE ****

****This Page is Part of the Document****

Affordable Housing Unit Rental Rate Calculations

Renter-occupied housing units		283	100.0
1, detached		46	16.3
1, attached		29	10.2
2		62	21.9
3 or 4		54	19.1
5 to 9		30	10.6
10 to 19		27	9.5
20 to 49		8	2.8
50 or more		27	9.5
Mobile home		0	0.0
Boat, RV, van, etc.		0	0.0

Rental Pricing

COAH Permitted Maximums

2BR Low (35% of median income) - \$689
 2BR Low (50% of median income) - \$985
 2BR Moderate (55% of median income) - \$1,083

 3BR Low (35% of median income) - \$796
 3BR Low (50% of median income) - \$1,138
 3BR Moderate (55% of median income) - \$1,251

Evergreen Village Apartments – current advertised rents

2BR 1BA for \$870/month
 3BR 1BA for \$955/month

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
COUNCIL ON AFFORDABLE HOUSING (COAH)
AFFORDABLE HOUSING CALCULATOR

2009 GENERAL / FAMILY
AFFORDABLE HOUSING UNIT RENTAL RATE CALCULATIONS

PROJECT: Alpha Family Rentals DATE: November 2009
MUNICIPALITY: Alpha Borough PREPARED BY: James Kyle, PP/AICP

MEDIAN INCOME SOURCE: 2009 COAH Regional Limits

COAH REGION: 2 FILE NAME:
Essex, Morris, Union, Warren

PROJECT DATA

TOTAL UNITS 12 SETASIDE = 100.00%
AFFORDABLE UNITS 12

UNIT TYPE: 3' 1=Single Family, 2=Duplex, 3=Garden Apt

	PROPOSED	REQUIRED
NUMBER OF LOW	6	6 MINIMUM (50%)
NUMBER OF MOD	6	6 MAXIMUM (50%)

No. OF EFFICIENCIES	0	COMBINED
No. OF 1 BEDROOMS	2	2 MAXIMUM (20%)
No. OF 2 BEDROOMS	6	4 MINIMUM (30%)
No. OF 3 BEDROOMS	4	3 COMBINED
No. OF 4 BEDROOMS	0	3 MINIMUM (20%)
TOTAL	12	12

BREAKDOWN OF TOTAL HOUSING EXPENSE
BY BEDROOM SIZE AND PRICE TIER

EFFICIENCY UNITS (1 PERSON HOUSEHOLD)

PRICE TIER	MAX GROSS RENT	HEAT	COOKING	ELECTRIC	HOT WATER	WATER	SEWER	TRASH
35.0%	\$536	\$0	\$0	\$0	\$0	\$0	\$0	\$0
50.0%	\$766	\$0	\$0	\$0	\$0	\$0	\$0	\$0
55.0%	\$842	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

1 BEDROOM UNITS (1.5 PERSON HOUSEHOLD)

PRICE TIER	MAX GROSS RENT	HEAT	COOKING	ELECTRIC	HOT WATER	WATER	SEWER	TRASH
35.0%	\$574	\$0	\$0	\$0	\$0	\$0	\$0	\$0
50.0%	\$820	\$0	\$0	\$0	\$0	\$0	\$0	\$0
55.0%	\$902	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

2 BEDROOM UNITS (3 PERSON HOUSEHOLD)

PRICE TIER	MAX GROSS RENT	HEAT	COOKING	ELECTRIC	HOT WATER	WATER	SEWER	TRASH
35.0%	\$689	\$0	\$0	\$0	\$0	\$0	\$0	\$0
50.0%	\$985	\$0	\$0	\$0	\$0	\$0	\$0	\$0
55.0%	\$1,083	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

3 BEDROOM UNITS (4.5 PERSON HOUSEHOLD)

PRICE TIER	MAX GROSS RENT	HEAT	COOKING	ELECTRIC	HOT WATER	WATER	SEWER	TRASH
25.0%	\$796	\$0	\$0	\$0	\$0	\$0	\$0	\$0
50.0%	\$1,138	\$0	\$0	\$0	\$0	\$0	\$0	\$0
75.0%	\$1,251	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

4 BEDROOM UNITS (6 PERSON HOUSEHOLD)

PRICE TIER	MAX GROSS RENT	HEAT	COOKING	ELECTRIC	HOT WATER	WATER	SEWER	TRASH
25.0%	\$888	\$0	\$0	\$0	\$0	\$0	\$0	\$0
50.0%	\$1,269	\$0	\$0	\$0	\$0	\$0	\$0	\$0
75.0%	\$1,398	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

INCOME LIMITS FOR QUALIFYING HOUSEHOLDS

2009 COAH Regional Limits

	1	2	3	4	5	6	7	8
FAMILY SIZE:								
MEDIAN INCOME:	\$61,260	\$70,011	\$78,763	\$87,514	\$94,515	\$101,516	\$108,517	\$115,518

CATEGORY	% USED							
MODERATE	80.00%	\$49,008	\$56,009	\$63,010	\$70,011	\$75,612	\$81,213	\$86,814
LOW	50.00%	\$30,630	\$35,006	\$39,381	\$43,757	\$47,258	\$50,758	\$54,259
VERY LOW	30.00%	\$18,378	\$21,003	\$23,629	\$26,254	\$28,355	\$30,455	\$32,555

This sample calculation provides maximums. The indicated breakdown is not to be interpreted as mandatory. These figures are produced only as an aid in configuring a price structure that complies with the Council on Affordable Housing requirements at N.J.A.C. 5:94-7.2 and N.J.A.C. 5:60-26.1.

**ALPHA BOROUGH PLANNING BOARD
RESOLUTION MEMORIALIZING THE APPROVAL
AND ADOPTION FOR INCLUSION INTO THE
SUBSISTING MASTER PLAN FOR THE
DEVELOPMENT OF THE BOROUGH OF ALPHA
OF A HOUSING PLAN ELEMENT AND FAIR SHARE PLAN
DATED APRIL 6, 2010**

WHEREAS, the Borough of Alpha, pursuant to its obligation to do so as imposed by the Municipal Land Use Law, particularly N.J.S.A. 40:55D-28, has previously adopted a Master Plan for the development of the Borough of Alpha; and,

WHEREAS, it is required by the Municipal Land Use Law, particularly N.J.S.A. 40:55D-89, that:

The governing body shall, at least every six years, provide for a general reexamination of its master plan and development regulations by the planning board which shall prepare and adopt by resolution a report of the findings of such reexamination, a copy of which report and resolution shall be sent to the county planning board and the municipal clerk of each adjoining municipality. The first such reexamination shall have been completed by August 1, 1982. The next re-examination shall be completed by August 1, 1988. Thereafter, reexamination shall be completed at least once every six years from the previous reexamination.

WHEREAS, Carolyn B. Neighbor, P.P. of Schoor DePalma, Inc., the professional planning consultant responsible to the governing body and Planning Board for planning services, pursuant to an authorization and direction in that regard has conducted a reexamination of the subsisting Master Plan of the Borough of Alpha and, as a result thereof, has prepared a report thereon, said report entitled: *Borough of Alpha, Master Plan Reexamination Report 2005 Prepared by the Borough of Alpha Planning Board in Consultation with Carolyn B. Neighbor, P.P., Schoor DePalma, Inc. Alpha, New Jersey*; and,

WHEREAS, the Alpha Borough Planning Board, at its regular meeting convened on November 30, 2005, reviewed the reexamination report identified hereinabove in the presence of Carolyn B. Neighbor, P.P. and has determined that said reexamination report accurately reflects the goals and objectives of the Borough of Alpha and incorporates the recommendations and a redevelopment plan endorsed by the Borough of Alpha, acting through its Planning Board; and,

WHEREAS, the said reexamination report contains the following elements:

- *The major problems and objectives relating to land development.*
- *The extent to which such problems and objectives have changed.*
- *Significant changes and assumptions, policies and objectives.*
- *Recommendations.*
- *Redevelopment plan.*

WHEREAS, at the regular meeting of the Board convened on October 18, 2006, the Board determined, by unanimous vote of the members then in attendance and participating, a quorum being present, to approve and adopt the *Borough of Alpha Master Plan Re-Examination Report 2005* as revised as of May 2006 as prepared by Carolyn B. Neighbor, P.P., of Schoor DePalma, Inc. and did further authorize and direct that same be incorporated into the subsisting Master Plan for the Development of the Borough of Alpha; and,

WHEREAS, the Borough of Alpha, acting through its Planning Board, having engaged the services of James T. Kyle, P.P., A.I.C.P. of CMX Engineering to prepare a *Housing Element and Fair Share Plan* for the Borough of Alpha for inclusion as a revised/updated plan and element of the subsisting Master Plan of the Borough of Alpha, said *Housing Element and Fair Share Plan* being fully entitled as follows: *Borough of Alpha, Warren County, New Jersey Housing Plan Element and Fair Share Plan Prepared for: Mayor and Council, the Borough of Alpha Planning Board and the New Jersey Highlands Council Prepared by: CMX Dated February 4, 2010, signed, sealed and certified by James T. Kyle, P.P., A.I.C.P. of CMX Engineering*, said housing element and fair share plan being a document consisting of 37 pages, exclusive of attachments thereto, and being subdivided into the following sections:

- Introduction
- Borough Profile
- Fair Share Obligation
- Fair Share Plan
- Appendix

WHEREAS, a public hearing was held upon notice in accordance with the provisions of the Municipal Land Use Law, particularly N.J.S.A. 40:55D-13, at the regular meeting of the Alpha Borough Planning Board convened on March 17, 2010, at which James T. Kyle, P.P., A.I.C.P. of CMX Engineering, the preparer of the Housing Element and Fair Share Plan, presented same to the Planning Board, the Mayor of the Borough of Alpha and Councilperson Tarsi of the Borough, no members of the public attending.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Borough of Alpha that, pursuant to the provisions of the Municipal Land Use Law, the requirements of the New Jersey Supreme Court in the Mt. Laurel cases and further pursuant to the requirements of the Highlands Water Protection and Planning Act (2004), the Board does herewith **APPROVE** and **ADOPT** the **HOUSING ELEMENT AND FAIR SHARE PLAN** dated April 6, 2010 and prepared by James T. Kyle, P.P., A.I.C.P. of CMX Engineering and does herewith **AUTHORIZE** and **DIRECT** that same be incorporated into the subsisting Master Plan for the development of the Borough of Alpha.

BE IT FURTHER RESOLVED that the Planning Board of the Borough of Alpha does herewith recommend that Borough Council approve and adopt the *Fair Share Plan* component of the *Housing Element and Fair Share Plan*.

Page 2 of 3

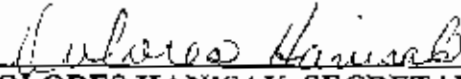
Alpha Borough
Approval and Adoption of
Housing Element & Fair Share Plan

Prepared by: Lyn Paul Aaron, Esq.
Attorney, Alpha Borough Planning Board

ALPHA BOROUGH PLANNING BOARD



THOMAS SEISS, CHAIRMAN



DOLORES HANISAK, SECRETARY

I herewith certify the foregoing Resolution to be a true and complete memorialization of the Official Action taken by the Alpha Borough Planning Board at its meeting held on March 17, 2010 by a motion and vote as follows:

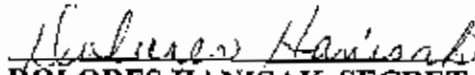
MOTION TO APPROVE AND ADOPT THE HOUSING ELEMENT AND FAIR SHARE PLAN OF THE BOROUGH OF ALPHA AS PREPARED BY JAMES T. KYLE, P.P., A.I.C.P. OF CMX ENGINEERING AND DATED APRIL 6, 2010:

IN FAVOR: FEY, HANICKS, LEE, MIHURSKY, RIFINO, THREI, SEISS,
WAMBOLD, BEVISS

OPPOSED: None.

ABSTAIN: ~~BARTON~~ BARTON

ATTEST:



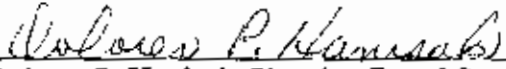
DOLORES HANISAK, SECRETARY

Dated: April 21, 2010

ABPB: Approval & Adoption Housing Element Fair Share Plan, Reso.

CERTIFICATION

I, Dolores P. Hanisak, Planning Board Secretary of the Borough of Alpha, County of Warren, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted as to form by the Borough of Alpha Planning Board at a meeting held on April 21, 2010.


Dolores P. Hanisak, Planning Board Secretary

**Certified Governing Body Resolution endorsing the Housing Element and
Fair Share Plan**

**RESOLUTION 2010-45
AMENDING THE HOUSING ELEMENT AND FAIR SHARE PLAN
THAT WAS ENDORSED BY THE BOROUGH OF ALPHA PLANNING BOARD**

WHEREAS, the Planning Board of the *Borough of Alpha* State of New Jersey, adopted the Housing Element of the Master Plan on *April 21st, 2010* and

WHEREAS, a true copy of the resolution of the Planning Board adopting the Housing Element is attached pursuant to N.J.A.C. 5:96-2.2(a)2; and

WHEREAS, the Planning Board adopted the Fair Share Plan on *April 21st, 2010*; and

WHEREAS, a true copy of the resolution of the Planning Board adopting the Fair Share Plan is attached pursuant to N.J.A.C. 5:96-2.2(a)2.

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

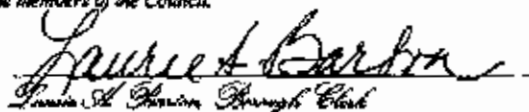
BE IT FURTHER RESOLVED that the Governing Body of the *Borough of Alpha*, pursuant to the provisions of N.J.S.A. 52:27D-301 et seq. and N.J.A.C. 5:96-3.2(a), submits this petition for substantive certification of the Housing Element and Fair Share Plan to the Council on Affordable Housing for review and certification; and

BE IT FURTHER RESOLVED that a list of names and addresses for all owners of sites in the Housing Element and Fair Share Plan has been included with the petition; and

BE IT FURTHER RESOLVED that notice of this petition for substantive certification shall be published in a newspaper of countywide circulation pursuant to N.J.A.C. 5:96-3.5 within seven days of issuance of the notification letter from the Council on Affordable Housing's Executive Director indicating that the submission is complete and that a copy of this resolution, the adopted Housing Element and Fair Share Plan and all supporting documentation shall be made available for public inspection at the *Borough of Alpha* municipal clerk's office located at *1001 East Boulevard, Alpha, NJ 08865* during normal business hours on Monday through Friday for a period of 45 days following the date of publication of the legal notice pursuant to N.J.A.C. 5:96-3.5.

CERTIFICATION

I, Laurie A. Barton, Clerk of the Borough of Alpha, County of Warren, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Common Council at a meeting of said Common Council on May 11, 2010 and that said Resolution was adopted by not less than the legal vote needed of the members of the Council.


Laurie A. Barton, Borough Clerk

Witness my hand and seal of the Borough of Alpha

This 11th day of May 2010.

Service List

The Honorable Edward Z. Hanics, Mayor Borough of Alpha 1001 East Boulevard Alpha, NJ 08865	Christopher Troxell, Esq. Borough Attorney 235 Frost Avenue Phillipsburg, NJ 08865
Laurie Courter-Barton Borough Clerk Borough of Alpha 1001 East Boulevard Alpha, NJ 08865	Dolores Hanisak Planning Board Secretary Borough of Alpha 1001 East Boulevard Alpha, NJ 08865
New Jersey Highlands Council 100 North Road Route 513 Chester, NJ 07930	Warren County Planning Department Wayne Dumont Jr. Administration Building 165 County Route 519 Belvidere, NJ 07823
Ronald C. Morgan, Esq. Parker McCay, P.A. 7001 Lincoln Drive West PO Box 974 Marlton, NJ 08053	ARC of Warren County 319 West Washington Avenue, Suite 2 PO Box 389 Washington, NJ 07882
Community Options, Inc. 16 Farber Road Princeton, NJ 08540	Lyn P. Aaroe, Esq. Planning Board Attorney 126 Mansfield Street Belvidere, NJ 07823
David Meiskin Millville 1350 LLC 191 Throckmorton Street PO Box 6653 Freehold, NJ 07728	Art Bernard, PP THP, Inc. 77 North Union Street Lambertville, NJ 08530
D.R. Horton, Inc. 700 Eastgate Drive, Suite 110 Mt. Laurel, NJ 08054	Office of Smart Growth NJ Department of Community Affairs 101 South Broad Street PO Box 204 Trenton, NJ 08625
James Kyle, PP/AICP Kyle Planning and Design PO Box 236 Hopewell, NJ 08525	David Maski, PP/AICP Director of Planning Services Van Cleef Engineering Associates 1128 Route 31 Lebanon, NJ 08833
Stanley Schrek, PE Borough Engineer Van Cleef Engineering Associates 755 Memorial Parkway Suite 110 Phillipsburg, NJ 08865	



September 2, 2010

Mr. Sean Thompson (via overnight mail and e-mail)
Acting Executive Director
New Jersey Council on Affordable Housing
101 South Broad Street
PO Box 813
Trenton, NJ 08628

**Re: Petition for Substantive Certification – Additional Information
Borough of Alpha – Warren County, NJ**

Dear Mr. Thompson:

Pursuant to your letter of July 21, 2010, I am pleased to submit the additional information requested by the Council required to complete the Borough's petition application. The following items are included for the Council's consideration:

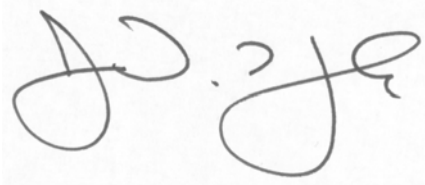
1. A service list in the form prescribed by COAH
2. A draft affordable housing ordinance
3. A draft ordinance and Governing Body resolution designating a municipal housing liaison
4. A completed Inclusionary Zoning Checklist for the Grande@ Parkview Estates
5. The adopted zoning ordinance applicable to the Grande@ Parkview Estates inclusionary development
6. A description of the site (see attached zoning narrative)
7. A description of the suitability of the site (see attached zoning narrative)
8. A copy of the resolution granting amended preliminary and final approval to D.R. Horton for the Grande@ Parkview Estates inclusionary project.
9. A copy of the developer's agreement with D.R. Horton for the Grande @ Parkview Estates.

Not included is a development fee ordinance or spending plan. It is the Borough's intention not to implement a development fee ordinance at this time. With limited development to occur in the future the Borough feels it is not worthwhile to implement the program. They understand that they will surrender any nonresidential development fees collected under the Statewide Nonresidential Development Fee Act.

PO Box 236
Hopewell, NJ 08525
Ph: 609.529.8692
Fx: 609.751.9022
jkyle@kyleplanning.com
www.kyleplanning.com

Should you require additional information or have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "J.T. Kyle". The signature is fluid and cursive, with the first name "J.T." and the last name "Kyle" clearly distinguishable.

James T. Kyle, PP/AICP
Principal

Attachments

Cc: NJ Highlands Council (via e-mail)
David Maski, Van Cleef Engineering Associates, via e-mail
Stan Schrek, Van Cleef Engineering Associates, via e-mail



Alpha Borough, Warren County SERVICE LIST

N.J.A.C. 5:96-3.7



A municipality that petitions the Council on Affordable Housing (COAH) for substantive certification or is otherwise participating in COAH's substantive certification process must include an updated service list in order for COAH to review its submittal. At the time it files or petitions for substantive certification a municipality must provide COAH with a Service List which includes the following information (Please print clearly):

1. Current names and addresses of owners of sites included in previously certified or court settled plans that were zoned for low- and moderate-income housing and/or were to pay a negotiated fee(s). Owners of sites that have been completely developed may be excluded;

PROJECT NAME	<u>The Grande @Parkview Estates</u>	BLOCK	<u>96</u>
		LOT	<u>5</u>
PROPERTY OWNER	<u>DR Horton, Inc.</u>	TITLE	_____
EMAIL	_____	PHONE NO.	<u>(856) 235-5150</u>
ADDRESS	<u>700 Eastgate Drive, Suite 110</u>	FAX NO.	_____
	<u>Mt. Laurel, NJ 08054</u>		

PROJECT NAME	<u>Alpha Group Home</u>	BLOCK	<u>57</u>
		LOT	<u>3</u>
PROPERTY OWNER	<u>ARC of Warren County</u>	TITLE	<u>John Whitehead</u>
EMAIL	<u>jwhitehead@arcwarren.org</u>	PHONE NO.	<u>(908) 689-7525</u>
ADDRESS	<u>319 West Washington Avenue, Suite 2, PO Box 389, Washington, NJ 07882</u>	FAX NO.	<u>(908) 689-4898</u>



Alpha Borough, Warren County
SERVICE LIST
N.J.A.C. 5:96-3.7



2. The names and addresses of owners of all new or additional sites included in the Fair Share Plan;

PROJECT NAME	<u>ARC of Warren County</u>	BLOCK	<u>19</u>
		LOT	<u>1</u>
PROPERTY OWNER	<u>ARC of Warren County</u>	TITLE	<u>John Whitehead</u>
EMAIL	<u>jwhitehead@arcwarren.org</u>	PHONE NO.	<u>(908) 689-7525</u>
ADDRESS	<u>319 West Washington Avenue, Suite 2, PO Box 389, Washington, NJ 07882</u>	FAX NO.	<u>(908) 689-4898</u>

PROJECT NAME	<u>Alternatives Homes 2005</u>	BLOCK	<u>1</u>
		LOT	<u>1</u>
PROPERTY OWNER	<u>Alternatives, Inc.</u>	TITLE	<u>Tom Scherr</u>
EMAIL	<u>tscherr@alternativesinc.org</u>	PHONE NO.	<u>(908) 685-1444</u>
ADDRESS	<u>600 First Ave</u>	FAX NO.	<u>(908) 685-2660</u>
	<u>Raritan, NJ 08869</u>		



Alpha Borough, Warren County SERVICE LIST

N.J.A.C. 5:96-3.7



3. Except for Mayors, Clerks, Municipal Attorneys and Municipal Housing Liaisons, which are automatically added to every Service List by COAH, the names and addresses of all municipal employees or designees that the municipality would like notified of all correspondence relating to the filing or petition;

NAME	<u>Dolores Hanisak</u>	TITLE	<u>Planning Board Secretary</u>
EMAIL	<u>n/a</u>	PHONE NO.	<u>(908) 454-0088 x178</u>
ADDRESS	<u>1001 East Boulevard</u> <u>Alpha, NJ 08865</u>	FAX NO.	<u>(908) 454-0076</u>

NAME	<u>Lyn P. Aaroe</u>	TITLE	<u>Planning Board Attorney</u>
EMAIL	<u>n/a</u>	PHONE NO.	<u>(908) 475-2121</u>
ADDRESS	<u>126 Mansfield St.</u> <u>Belvidere, NJ 07823</u>	FAX NO.	<u>(908) 475-3182</u>

NAME	<u>James Kyle, PP/AICP</u>	TITLE	<u>Planning Consultant</u>
EMAIL	<u>jkyle@kyleplanning.com</u>	PHONE NO.	<u>609-529-8692</u>
ADDRESS	<u>PO Box 236</u> <u>Hopewell, NJ 08525</u>	FAX NO.	<u>609-751-9022</u>

NAME	<u>David K. Maski, PP/AICP</u>	TITLE	<u>Borough Planner</u>
EMAIL	<u>dmaski@vcea.org</u>	PHONE NO.	<u>908-735-9500</u>
ADDRESS	<u>1128 Route 31 North</u> <u>Lebanon, NJ 08833</u>	FAX NO.	<u>908-735-6364</u>

NAME	<u>Stan Schrek, PE</u>	TITLE	<u>Borough Engineer</u>
EMAIL	<u>sschrek@vcea.org</u>	PHONE NO.	<u>(908) 454-3080</u>
ADDRESS	<u>755 Memorial Parkway,</u> <u>Suite 110</u> <u>Phillipsburg, NJ 08865</u>	FAX NO.	



Alpha Borough, Warren County
SERVICE LIST
N.J.A.C. 5:96-3.7



4. The names and addresses of relevant County, Regional and/or State entities; AND

NAME	<u>New Jersey Highlands Council</u>	TITLE	<u>James Humphries</u>
EMAIL	<u>james.humphries@highlands.state.nj.us</u>	PHONE NO.	<u>(908) 879-6737 x112</u>
ADDRESS	<u>100 North Road</u> <u>Chester, NJ 07930</u>	FAX NO.	<u>(908) 879-4205</u>

NAME	<u>Warren County Planning Department</u>	TITLE	<u>n/a</u>
EMAIL	<u>planning@co.warren.nj.us</u>	PHONE NO.	<u>908-475-6532</u>
ADDRESS	<u>Wayne Dumont, Jr.</u> <u>Administration Building,</u> <u>165 County Route 519</u> <u>South</u> <u>Belvidere, NJ 07823</u>	FAX NO.	<u>908-475-6537</u>

NAME	<u>NJ Office of Smart Growth</u>	TITLE	<u>n/a</u>
EMAIL	<u>osgmail@dca.state.nj.us</u>	PHONE NO.	<u>609-292-7156</u>
ADDRESS	<u>101 South Broad Street,</u> <u>PO Box 204</u> <u>Trenton, NJ 08625-0204</u>	FAX NO.	<u>609-292-3292</u>



Alpha Borough, Warren County
SERVICE LIST
N.J.A.C. 5:96-3.7



5. Names of known interested party(ies).

NAME	<u>Ronald C. Morgan, Esq.</u>	TITLE	_____
EMAIL	_____	PHONE NO.	_____
ADDRESS	<u>7001 Lincoln Drive West</u> <u>Marlton, NJ 08053</u>	FAX NO.	_____

NAME	<u>Art Bernard, PP</u>	TITLE	_____
EMAIL	<u>yukygolfer@aol.com</u>	PHONE NO.	<u>(609) 397-</u> <u>8070</u>
ADDRESS	<u>77 North Union Street</u> <u>Lambertville, NJ 08530</u>	FAX NO.	_____

NAME	<u>David Meiskin</u>	TITLE	_____
EMAIL	_____	PHONE NO.	_____
ADDRESS	<u>191 Throckmorton St.,</u> <u>PO Box 6653</u> <u>Freehold, NJ 07728</u>	FAX NO.	_____

AN ORDINANCE OF THE BOROUGH OF ALPHA TO ADDRESS THE REQUIREMENTS OF THE COUNCIL ON AFFORDABLE HOUSING (COAH) REGARDING COMPLIANCE WITH THE MUNICIPALITY'S PRIOR ROUND AND THIRD ROUND AFFORDABLE HOUSING OBLIGATIONS

Section 1. Affordable Housing Obligation

- (a) This Ordinance is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.
- (b) The Borough of Alpha Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan has been endorsed by the governing body. The Fair Share Plan describes the ways Alpha Borough shall address its fair share for low- and moderate-income housing as determined by the Council on Affordable Housing (COAH) and documented in the Housing Element.
- (c) This Ordinance implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:97, as may be amended and supplemented.
- (d) The Borough of Alpha shall file monitoring reports with COAH in accordance with N.J.A.C. 5:96, tracking the status of the implementation of the Housing Element and Fair Share Plan. Any plan evaluation report of the Housing Element and Fair Share Plan and monitoring prepared by COAH in accordance with N.J.A.C. 5:96 shall be available to the public at the Borough of Alpha Municipal Building, Municipal Clerk's Office, 1001 East Boulevard, Alpha, New Jersey, or from COAH at 101 South Broad Street, Trenton, New Jersey and on COAH's website, www.nj.gov/dca/affiliates/coah.

Section 2. Definitions

The following terms when used in this Ordinance shall have the meanings given in this Section:

"Accessory apartment" means a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

"Act" means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

"Adaptable" means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

"Administrative agent" means the entity responsible for the administration of affordable units in accordance with this ordinance, N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

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

“Affordable” means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable development” means a housing development all or a portion of which consists of restricted units.

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable housing trust fund.

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

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

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

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

“COAH” means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

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

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing,

plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

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

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

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

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

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

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” means the median income by household size for the applicable county, as adopted annually by COAH.

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

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

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

“Random selection process” means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Regional asset limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by COAH’s adopted Regional Income Limits published annually by COAH.

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

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

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

“UHAC” means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

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

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

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

Section 3. Reserved

Section 4. Reserved

Section 5. Reserved

Section 6. Reserved

Section 7. Inclusionary Zoning

- (a) **Presumptive densities and set-asides.** To ensure the efficient use of land through compact forms of development and to create realistic opportunities for the construction of affordable housing, inclusionary zoning permits minimum presumptive densities and presumptive maximum affordable housing set-asides as follows:

1. For Sale Developments

- i. Inclusionary zoning in Planning Area 1 permits residential development at a presumptive minimum gross density of eight units per acre and a presumptive maximum affordable housing set-aside of 25 percent of the total number of units in the development;

The zoning of the AH Affordable Housing zone district provides for a fifteen percent set-aside for restricted units and a density of 4.25 units per acre.

2. Rental Developments

- i. Inclusionary zoning permits a presumptive minimum density of 12 units per acre and a presumptive maximum affordable housing set-aside of 20 percent of the total number of units in the development and the zoning provides for at least 10 percent of the affordable units to be affordable to households earning 30 percent or less of the area median income for the COAH region.

The zoning of the AH Affordable Housing zone district provides for a twenty percent set-aside for restricted units and a density of 4.25 units per acre.

3. Where an executed development agreement exists for affordable housing on a specific site or sites, list the sites below and identify the density and set-aside for each.

The Grande @ Parkview Estates – Block 96, Lot 5, density of 4.25 units per acre with a fifteen percent set-aside of for sale units.

- (b) **Phasing.** In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

- (c) **Design.** In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- (d) **Payments-in-lieu and off-site construction.** The standards for the collection of Payments-in-Lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with N.J.A.C. 5:97-6.4.
- (e) **Utilities.** Affordable units shall utilize the same type of heating source as market units within the affordable development.

Section 8. New Construction

The following general guidelines apply to all newly constructed developments that contain low- and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

- (a) **Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:**
 1. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.
 2. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.

3. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - i. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
 - ii. At least 30 percent of all low- and moderate-income units shall be two bedroom units;
 - iii. At least 20 percent of all low- and moderate-income units shall be three bedroom units; and
 - iv. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
4. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

(b) Accessibility Requirements:

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.
2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - i. An adaptable toilet and bathing facility on the first floor;
 - ii. An adaptable kitchen on the first floor;
 - iii. An interior accessible route of travel on the first floor;
 - iv. An interior accessible route of travel shall not be required between stories within an individual unit;
 - v. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - vi. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14, or evidence that the Borough of Alpha has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
 - A. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

- B. To this end, the builder of restricted units shall deposit funds within the Borough of Alpha's affordable housing trust fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.
- C. The funds deposited under paragraph B. above shall be used by the Borough of Alpha for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
- D. The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Borough of Alpha.
- E. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14, and that the cost estimate of such conversion is reasonable, payment shall be made to the Borough of Alpha's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.
- F. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.

(c) Maximum Rents and Sales Prices

- 1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and in COAH, utilizing the regional income limits established by COAH.
- 2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52 percent of median income.
- 3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.
 - i. At least 10 percent of all low- and moderate-income rental units shall be affordable to households earning no more than 30 percent of median income.

****NOTE:** N.J.S.A. 52:27D-329.1 (P.L. 2008, C. 46) includes the requirement that all municipal fair share plans provide for the reservation of at least 13% of the affordable units for very low income households, i.e. households earning 30% or less of the median income. The new statute states that the requirement

is not project-specific. Each municipality's version of this ordinance must reflect the determinations made in the Fair Share Plan as to the percentage of units necessary for very low income units in rental projects. Additional incentives to subsidize the creation of affordable housing available to very-low income households may be included in the zoning section of this ordinance or specified in a developer's or redeveloper's agreement.

4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.
5. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:
 - i. A studio shall be affordable to a one-person household;
 - ii. A one-bedroom unit shall be affordable to a one and one-half person household;
 - iii. A two-bedroom unit shall be affordable to a three-person household;
 - iv. A three-bedroom unit shall be affordable to a four and one-half person household; and
 - v. A four-bedroom unit shall be affordable to a six-person household.
6. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:
 - i. A studio shall be affordable to a one-person household;
 - ii. A one-bedroom unit shall be affordable to a one and one-half person household; and
 - iii. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

8. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
9. 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.
10. The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. 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 tax credits.
11. **Utilities.** Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

The following general guidelines apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

Section 9. Affirmative Marketing Requirements

- (a) Borough of Alpha shall adopt by resolution an Affirmative Marketing Plan, subject to approval of COAH, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- (b) The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 2 and covers the period of deed restriction.
- (c) The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 2 comprised of Essex, Morris, Union and Warren Counties.
- (d) The Administrative Agent designated by the Borough of Alpha shall assure the affirmative marketing of all affordable units consistent with the Affirmative Marketing Plan for the municipality.
- (e) In implementing the affirmative marketing plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as

budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

- (f) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- (g) The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by Borough of Alpha.

Section 10. Occupancy Standards

- (a) 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:
 - 1. Provide an occupant for each bedroom;
 - 2. Provide children of different sex with separate bedrooms; and
 - 3. Prevent more than two persons from occupying a single bedroom.
- (b) Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

Section 11. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

- (a) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance until the Borough of Alpha elects to release the unit from such requirements however, and prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.
- (b) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- (c) Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the administrative agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.
- (d) At the time of the first sale of the unit, the purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the requirements of this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

- (e) The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- (f) A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 12. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

- (a) The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- (b) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- (c) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
- (d) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

Section 13. Buyer Income Eligibility

- (a) Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
- (b) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's certified monthly income.

Section 14. Limitations on indebtedness secured by ownership unit; subordination

- (a) Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- (b) With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C.5:80-26.6(b).

Section 15. Control Periods for Restricted Rental Units

- (a) Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance until the Borough of Alpha elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.
- (b) Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Warren. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- (c) A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:
 - 1. Sublease or assignment of the lease of the unit;
 - 2. Sale or other voluntary transfer of the ownership of the unit; or
 - 3. The entry and enforcement of any judgment of foreclosure.

Section 16. Price Restrictions for Rental Units; Leases

- (a) A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
- (b) No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
- (c) Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the

Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

Section 17. Tenant Income Eligibility

- (a) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
 - 1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
 - 2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
 - 3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.
- (b) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - 1. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - 2. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - 3. The household is currently in substandard or overcrowded living conditions;
 - 4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - 5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- (c) The applicant shall file documentation sufficient to establish the existence of the circumstances in (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

Section 18. Administration

- (a) The position of Municipal Housing Liaison (MHL) for Borough of Alpha is established by this ordinance. The Borough Council shall make the actual appointment of the MHL by means of a resolution.

1. The MHL must be either a full-time or part-time employee of Borough of Alpha.
2. The person appointed as the MHL must be reported to COAH for approval.
3. The MHL must meet all COAH requirements for qualifications, including initial and periodic training.

****NOTE:** if the MHL position is one that will always be included in the job description for a particular position in the local staff, e.g. Township Clerk, that position can be named in this ordinance.

4. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Borough of Alpha, including the following responsibilities which may not be contracted out to the Administrative Agent:
 - i. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 - ii. The implementation of the Affirmative Marketing Plan and affordability controls.
 - iii. When applicable, supervising any contracting Administrative Agent.
 - iv. Monitoring the status of all restricted units in the Borough of Alpha's Fair Share Plan;
 - v. Compiling, verifying and submitting annual reports as required by COAH;
 - vi. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
 - vii. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by COAH.
- (b) The Borough of Alpha shall designate by resolution of the Borough Council, subject to the approval of COAH, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:96, N.J.A.C. 5:97 and UHAC.
- (c) An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of COAH. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).

****NOTE:** If it is decided that an employee of the municipality will act as administrative agent or if the Housing Affordability Service (HAS) of the Agency is selected, the determination of such can be included in this ordinance.

- (d) The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:
 1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH;

2. Affirmative Marketing;
2. Household Certification;
3. Affordability Controls;
4. Records retention;
5. Resale and re-rental;
6. Processing requests from unit owners; and
7. Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.
8. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

Section 19. 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, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- (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 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 found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
 - i. A fine of not more than *[insert amount]* or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
 - ii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Borough of Alpha Affordable Housing Trust Fund of the gross amount of rent illegally collected;

- iii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
- 2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.
- (c) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- (d) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.
- (e) 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.
- (f) 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.

- (g) 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.
- (h) 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.

Section 20. Appeals

Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the Executive Director of COAH.

REPEALER

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

EFFECTIVE DATE

This ordinance shall take effect upon passage and publication as provided by law.

RESOLUTION APPOINTING A MUNICIPAL HOUSING LIAISON

WHEREAS, the Governing Body of *the Borough of Alpha* petitioned the Council on Affordable Housing (COAH) for substantive certification of its Housing Element and Fair Share Plan on *June 7, 2010*; and

WHEREAS, *the Borough of Alpha's* Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1, et. seq.); and

WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq., *the Borough of Alpha* is required to appoint a Municipal Housing Liaison for the administration of *the Borough of Alpha's* affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, *the Borough of Alpha* has amended Chapter 7 entitled *Administration of Government* to provide for the appointment of a Municipal Housing Liaison to administer *the Borough of Alpha's* affordable housing program.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of *the Borough of Alpha* in the County of *Warren*, and the State of New Jersey that *[to be determined]* is hereby appointed by the Governing Body of *the Borough of Alpha* as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Sections *[insert numbers]* of *the Borough of Alpha's* Code.

Laurie Courter-Barton
Municipal Clerk

ORDINANCE CREATING THE POSITION of
MUNICIPAL HOUSING LIAISON

ORDINANCE NO. _____ - _____

**AN ORDINANCE TO CREATE THE POSITION OF
MUNICIPAL HOUSING LIAISON FOR THE PURPOSE OF
ADMINISTERING THE BOROUGH OF ALPHA'S
AFFORDABLE HOUSING PROGRAM PURSUANT TO
THE FAIR HOUSING ACT.**

BE IT ORDAINED by the *Borough Council of Alpha Borough* in the County of *Warren* and State of New Jersey that the following amendments be made to Chapter 7 of the Code of the Borough of Alpha:

Section 1. Purpose.

The purpose of this article is to create the administrative mechanisms needed for the execution of *the Borough of Alpha's* responsibility to assist in the provision of affordable housing pursuant to the Fair Housing Act of 1985.

Section 2. Definitions.

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

MUNICIPAL HOUSING LIAISON – The employee charged by the governing body with the responsibility for oversight and administration of the affordable housing program for *the Borough of Alpha*.

ADMINISTRATIVE AGENT – The entity responsible for administering the affordability controls of some or all units in the affordable housing program for *the Borough of Alpha* to ensure that the restricted units under administration are affirmatively marketed and sold or rented, as applicable, only to low- and moderate-income households.

Section 3. Establishment of Municipal Housing Liaison position and compensation; powers and duties.

- A. Establishment of position of Municipal Housing Liaison. There is hereby established the position of Municipal Housing Liaison for *the Borough of Alpha*.
- B. Subject to the approval of the Council on Affordable Housing (COAH), the Municipal Housing Liaison shall be appointed by the Governing Body and may be a full or part time municipal employee.
- C. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for *the Borough of Alpha*

including the following responsibilities which may not be contracted out, exclusive of item 6 which may be contracted out:

- (1) Serving as *the Borough of Alpha's* primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents, and interested households;
- (2) Monitoring the status of all restricted units in *the Borough of Alpha's* Fair Share Plan;
- (3) Compiling, verifying, and submitting annual reports as required by COAH;
- (4) Coordinating meetings with affordable housing providers and Administrative Agents, as applicable;
- (5) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH;
- (6) If applicable, serving as the Administrative Agent for some or all of the restricted units in *the Borough of Alpha* as described in F. below.

D. Subject to approval by COAH, *the Borough of Alpha* may contract with or authorize a consultant, authority, government or any agency charged by the Governing Body, which entity shall have the responsibility of administering the affordable housing program of *the Borough of Alpha*, except for those responsibilities which may not be contracted out pursuant to subsection C above. If *the Borough of Alpha* contracts with another entity to administer all or any part of the affordable housing program, including the affordability controls and Affirmative Marketing Plan, the Municipal Housing Liaison shall supervise the contracting Administrative Agent.

E. Compensation. Compensation shall be fixed by the Governing Body at the time of the appointment of the Municipal Housing Liaison.

Section 4. 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 this Ordinance, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Ordinance directly involved in the controversy in which said judgment shall have been rendered and all other provisions of this Ordinance shall remain in full force and effect.

Section 5. 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 6. Effective Date.

This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law.

Adopted: (Insert date)

ATTEST:

xxxxxxxxxxxxxxxxxx

Municipal Clerk

APPROVED:

Xxxxxxxxxxxxxxxxxx

Mayor

ZONING FOR INCLUSIONARY DEVELOPMENT (N.J.A.C. 5:97-6.4)

(Submit separate checklist for each site or zone)

General Description

Municipality/County: Alpha Borough, Warren County

Project Name/Zoning Designation: The Grande @ Parkview Estates

Block(s) and Lot(s): Bl. 96, Lot 5

Total acreage: 25.4

Proposed density (units/gross acre): 4.25

Affordable Units Proposed: 16

Family: 16

Sale: 16

Rental: _____

Very low-income units: 0

Sale: _____

Rental: _____

Age-Restricted: 0

Sale: _____

Rental: _____

Market-Rate Units Anticipated: 92

Non-Residential Development Anticipated (in square feet), if applicable: n/a

Will the proposed development be financed in whole or in part with State funds, be constructed on State-owned property or be located in an Urban Transit Hub or Transit Village? ☐ Yes ☒ No

Bonuses for affordable units, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0

Very low income bonuses as per N.J.A.C. 5:97-3.7¹: 0

Smart growth bonuses as per N.J.A.C. 5:97-3.18: 0

Redevelopment bonuses as per N.J.A.C. 5:97-3.19: 0

Compliance bonuses as per N.J.A.C. 5:97-3.17: 0

Date inclusionary zoning adopted: 11/26/2002 Date development approvals granted: 10/18/06

Information and Documentation Required with Petition

- ☒ Project/Program Information Form (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, check here ☒ in lieu of submitting forms.)
- ☒ Draft or adopted zoning or land use ordinance, which includes the affordable housing requirement and minimum presumptive density for the site/zone.
- ☒ Copies of all decisions made on applications for affordable housing development subsequent to adoption of the current zoning

If payments in lieu of on-site construction of the affordable units is an option, submit:

- ☐ Proposed or adopted ordinance establishing the amount of the payments
- ☐ Spending plan

A general description of the site or zone, including:

- ☒ Name and address of owner
- ☒ Name and address of developer(s)
- ☒ Subject property street location
- ☐ Indicate if urban center or workforce housing census tract
- ☒ Previous zoning designation and date previous zoning was adopted
- ☒ Current zoning and date current zoning was adopted
- ☒ Description of any changes to bulk standards intended to accommodate the proposed densities
- ☒ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

A description of the suitability of the site, including:

- ☒ Description of surrounding land uses
- ☒ Demonstration that the site has street access
- ☒ Planning Area and/or Special Resource Area designation(s) i.e., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☒ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☒ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:

- ☒ Wetlands and buffers
- ☒ Steep slopes
- ☒ Flood plain areas

- ☒ Stream classification and buffers
- ☒ Critical environmental site
- ☒ Historic or architecturally important site/district
- ☒ Contaminated site(s); proposed or designated brownfield site
- ☒ Based on the above, a quantification of buildable and non-buildable acreage

Agreements with developers or approvals for development of specific property, which shall include:

- ☒ Number, tenure and type of units
- ☒ Compliance with N.J.A.C. 5:97-9 and UHAC
- ☒ Progress points at which the developer shall coordinate with the Municipal Housing Liaison

Information and Documentation Required Prior to Marketing the Completed Units

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual
- ☐ An affirmative marketing plan in accordance with UHAC

Zoning Narrative Section

¹ Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

Zoning Narrative Section
The Grande @ Parkview Estates
Borough of Alpha, Warren County
Block 96, Lot 5

General Site and Zone Description

The site that is the subject of inclusionary zoning is owned and will be developed by D.R. Horton, Inc., with an address of 700 Eastgate Drive, Suite 110, Mt. Laurel, NJ 08054. The subject property, known as Block 96, Lot 5, is located in the southern portion of the Borough along the east side of County Route 519, a portion known locally as 3rd Avenue and a portion known locally as Springtown Road.

The subject site was previously zoned for single family residential development, but was rezoned to AH Affordable Housing in November of 2002. The zoning permits a maximum gross density of 4.5 units per acre or a maximum of 108 units, whichever is less. A variety of units types are permitted at varying net resulting densities, with a minimum required set aside of 15% of the units as affordable (20% in the case of rentals) in accordance with the rules that were in place at that time. The bulk standards applicable to the zone were implemented to effectively allow for development at the gross density permitted.

Please see the attached aerial photo exhibit that shows a 2007 aerial photograph of the site and surroundings. Note that the exhibit shows the layout of the subdivision, as the final subdivision map was filed with the Warren County Clerk and the lots legally exist at this time. Construction could begin with application for building permits for individual dwellings at the developer's whim.

Site Suitability

The subject site is bordered by Pohatcong Township on the east and south boundaries and by existing single family detached residential development on the north and west boundaries. The land bordering the project in Pohatcong is developed as a school and is owned by the Pohatcong Board of Education.

The proposed development will be accessed from County Route 519 via two new public streets.

The subject site is designated as Planning Area 1, the Metropolitan Planning Area, on the Resource Planning and Management Map of the New Jersey State Plan. The development proposed is consistent with the policies of the State Plan in that it provides compact development in an area where existing infrastructure exists to support it.

The site has access to public sewer and water, as outlined in the attached resolution of approval.

Anticipated Impacts from Environmental Constraints



The development proposed by D.R. Horton has all approvals required for construction, including any permits required from the New Jersey Department of Environmental Protection. The site is a relatively flat farm field that has no wetlands, no steep slopes, no flood plains or streams and is not a critical environmental or historic site. The buildable acreage of the site is 25.4 acres.

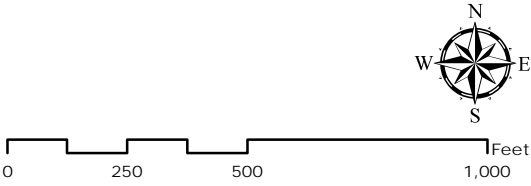
Agreements with Developers and Approvals

The proposed development received an amended preliminary and final approval from the Borough of Alpha Planning Board as detailed in a memorializing resolution dated October 18, 2006. The final subdivision map has been filed with the Warren County Clerk's office and all lots legally exist as of today.



Legend

-  The Grande @ Parkview Boundary
-  Municipal Boundary



§ 410-16 AH Affordable Housing Zone.

[Amended 11-26-2002 by Ord. No. 02-11]

A. Purpose.

(1) The purpose of the AH District is to create a realistic opportunity for affordable housing to be constructed in the Borough of Alpha in accordance with the rules set forth by COAH. Special standards and procedures applicable to the AH District only are set forth herein to expedite the production of the affordable housing.

(2) Any provision of this chapter or any other ordinance which is in conflict with this section and which imposes restrictions or limitations not otherwise required for health and safety, shall be inapplicable to the AH Zone.

B. Application procedures.

(1) The applicant shall submit all plans and documents to the Board for review and approval as required by Chapter 350, Subdivision of Land, Chapter 315, Site Plan Review, or any more recently enacted ordinance similarly entitled, as applicable. The Board shall distribute the plans to those agencies required by law to review and/or approve development plans and to all other municipal agencies which normally review development plans. The failure of a municipal agency to submit a report to the Board shall not extend the time for review and action by the Board.

(2) The technical advisors to the Board shall review the complete application for technical compliance and shall convey comments directly to the applicant's advisors in advance of the public hearing so that at the time of the public hearing the applicant will have had sufficient opportunity to resolve any technical problems associated with the submission. Daytime meetings shall be scheduled at the request of the applicant between the Board's technical advisors and the applicant's advisors for this purpose.

(3) The Board shall hold a public hearing in accordance with N.J.S.A. 40:55D-46 on the application. The Board shall take action on the application within 95 days from the date of submission of a complete application for preliminary or for simultaneous preliminary and final approval. If a subsequent final approval is sought, action on the final plan shall be taken by the Board within 30 days of the date a complete application is submitted.

(4) The applicant is encouraged to submit a concept plan for informal review by the Board pursuant to N.J.S.A. 40:55D-10.1 prior to the preparation of a preliminary development plan.

(5) The development plans submitted shall contain all of the information required by ordinance for the preparation of a site plan and/or a subdivision, as applicable, except that the Board may exempt the applicant from the requirement to submit full environmental, traffic and community impact statements, provided that the applicant submits specific data requested by the Board to facilitate its review which shall include, as a minimum, wetlands and stream encroachment analyses, if applicable, intersection studies and school population projections.

C. Permitted uses.

(1) Principal uses.

(a) One-family detached dwellings at a net density not to exceed four dwelling units per acre.

- (b) One-family attached dwellings, townhouses [as defined hereinafter at Subsection H(2)], and twin (or side-by-side two-family) dwellings at a net density not to exceed six dwelling units per acre.
 - (c) Multifamily dwellings containing up to four dwelling units each at a net density not to exceed 12 dwelling units per acre.
 - (d) Senior citizen housing in any of the above-listed housing types.
 - (e) Public or private parks and playgrounds.
 - (f) Public or private recreation buildings and facilities.
 - (g) Public or private schools and day-care facilities.
- (2) Accessory uses and structures.
 - (a) Garages and off-street parking facilities.
 - (b) Storage and maintenance buildings.
 - (c) Customary accessory structures approved as part of the site plan for the development, including fences, walls, lampposts, trellises and the like, and customary utility structures.
 - (d) Signs in accordance with Article VII of this chapter.

D. Development, density and bulk requirements.

- (1) Development requirements. Development in the AH Zone shall be served by public water and sewerage systems.
- (2) Density. The permitted gross density of development on the tract shall not exceed 4.5 dwelling units per acre or 108 units, whichever is less.
- (3) Setback requirements for townhouses and multifamily dwellings only:
 - (a) There shall be the following minimum distances between buildings:
 - [1] Windowless wall to windowless wall: 20 feet.
 - [2] Window wall to windowless wall: 25 feet.
 - [3] Window wall to window wall:
 - [a] Front to front: 60 feet.
 - [b] Rear to rear: 50 feet.
 - [c] End to end: 30 feet.

Note: The Board may reduce the above distances by not more than 1/3 if there is an angle of 20° or more between buildings and if extensive landscaping or buffers are placed between buildings in the areas where the above distances are reduced.

- [4] Any building face to local street curbface or edge of pavement: 30 feet.
- [5] Any building face to collector street curbface or edge of pavement: 40 feet.
- [6] Any building face to arterial street curbface or edge of pavement: 50 feet.
- [7] Any building face except garage face to common parking area: 12 feet.
- [8] Garage face to common parking area: 20 feet.

Note: Where a building abuts a parking lot (other than parallel parking), the above setbacks shall be measured excluding the parking spaces.

- (b) In no case shall a building or garage face be closer than 20 feet to any street right-of-way.

(4) Area and setback requirements for twin (or side-by-side two-family) dwellings and one-family attached dwellings only:

(a) Minimum lot area allocated: 3,200 square feet per unit.

(b) Minimum lot width allocated: 40 feet per unit.

(c) Minimum front yard: 20 feet.

(d) Minimum rear yard: 20 feet.

(e) Minimum distance between buildings: 25 feet end to end.

(f) Twin (or side-by-side two-family) dwellings and one-family attached dwellings need not be located on subdivided individual lots, provided that said units shall be designed to be subdividable in conformance with the above standards. Plans shall be submitted demonstrating that such a subdivision is feasible. Such demonstration shall be in the form of a drawing showing all potential lot lines and lot dimensions and setbacks.

(5) Area and setback requirements, one-family dwellings:

(a) Lot area. No individual lot shall contain less than 6,000 square feet nor have a lot width of less than 60 feet and a lot depth of less than 100 feet.

(b) Building setbacks:

[1] Front yard: 20 feet.

[2] Rear yard: 35 feet. A deck is permitted to be constructed within the required rear yard, provided its width is less than or equal to 1/3 of the lot width, and its setback from the rear lot line is at least 20 feet.

[3] Side yards: 10 feet each.

[4] Where individual lots are not being subdivided, yards shall be created for each building such that a subdivision could occur and all lots and buildings would conform to the area and setback requirements set forth herein. Plans shall be submitted demonstrating that such a subdivision is feasible. Such demonstration shall be in the form of a drawing showing all potential lot lines and lot dimensions and setbacks.

(6) Coverage. The maximum coverage by buildings in the portion of the tract used to compute the net density shall not exceed 25%. The maximum coverage by all impervious surfaces, including buildings, shall not exceed 60%.

(7) Buffer areas. No building, driveway or parking area shall be located within 50 feet of any tract boundary line, except that this requirement shall not apply to a tract boundary abutting an existing railroad right-of-way or publicly owned land. Buildings may be located at distances less than 50 feet, but not less than the required setback, provided that a buffer consisting of plantings, berms or fences is provided between the building and the tract boundary line.

(8) Building height. No building shall exceed 2.5 stories in height, nor shall any building exceed 35 feet in height.

(9) Minimum floor area for individual units:

(a) One bedroom: 550 square feet.

(b) Two bedroom: 660 square feet.

(c) Three bedroom: 850 square feet.

E. Parking requirements.

(1) Parking shall be provided for all residential uses in accordance with the Residential Site Improvement Standards (N.J.A.C. 5:21).

(2) Parking spaces in common parking areas shall be located within 250 feet of the dwelling unit served.

(3) All required parking shall be provided off-street, except that nothing herein shall be construed to prohibit additional nonrequired, on-street parallel parking spaces, provided the street width is appropriately designed.

F. Affordable housing requirements. Affordable housing units are required to be constructed in accordance with the following:

(1) Number. All developments in the AH Zone shall be required to provide affordable housing at the rate in accordance with the following:

Housing Type	Rate
One-family dwelling	15%
All other housing types:	
Sale units	20%
Rental units	15%

If the percentage of affordable housing units required to be provided yields a fraction of 0.5 or more, the number shall be rounded up to the next whole number.

(2) Types and locations of affordable housing units. The affordable housing units shall reflect at least two of the housing types represented in the development as a whole (for example, townhouses and one-family dwellings), unless only one type of market-priced housing unit is constructed. The locations of all affordable housing units shall be designated on the site plan.

(3) Phasing. In each inclusionary development, affordable housing shall be constructed in accordance with the following phasing schedule:

Percentage of Total Market Housing Unit Certificates of Occupancy	Minimum Percentage of Affordable Housing Unit Certificates of Occupancy
25%	0%
25% plus 1 unit	10%
50%	50%
75%	75%
90%	100%
100%	100%

(4) Affordability requirements. The affordable housing units constructed shall comply in all respects with the requirements of the Borough's Affordable Housing Ordinance and COAH's Substantive Rules (N.J.A.C. 5:93-1 et seq.)

(5) Administration and marketing costs. The developer shall assume all of the costs of administering the terms of the Affordable Housing Ordinance (through a third-party affordable housing administration agency selected by the Borough) as well as the costs of implementing the Affirmative Marketing Plan for the affordable housing units in the development.

(6) Condominium and homeowners' association fees. Condominium and homeowners' association fees shall be fairly assessed based on the square footage of units for both market and affordable housing units of the same type. The rate for all condominium and homeowners' association fees for the affordable housing units shall be 100% of the rate for the market units of the same type, and this rate shall be reflected in the computation of the affordable sales prices.

(7) Subsidies. Government subsidies may be used at the discretion of the applicant to fulfill the requirements of this section. The lack of said subsidies shall in no way alter or diminish the affordable housing requirements of this section.

(8) Approvals to run with the land. Any development for which site plan approval has been approved shall be considered a single development for purposes of this section, regardless of whether parts or sections are sold or otherwise disposed of to person or legal entities other than the one which received approval. All approvals and conditions of approval shall run with the land. Any tracts or parcels sold shall include documentation satisfactory to the Planning Board Attorney setting forth the requirements for the provision of low- and moderate-income housing units.

G. Common open space and common elements.

(1) A minimum of 20% of the portion of the tract utilized in the computation of the net density for multifamily, one-family attached, twin or townhouse dwellings shall be designated as common open space which may consist of conservation area, public use area, open space area, recreation area and/or other common open space. Up to 25% of the designated common open space may consist of natural or man-made water bodies. The common open space area shall exclude private patios and yards and any area located between a building and street or common parking area.

(2) All property owners and/or tenants of the units within the portion of the tract yielding the common open space shall have the right to use the common open space and any recreational facilities located on it.

(3) Appropriate facilities for recreation and outdoor entertainment shall be provided within the common open space.

(4) Common open space and other open space may be deeded to the municipality, if accepted by the governing body.

(5) All common open space or other open space not accepted by the municipality and all common elements in the development shall be deeded to an open space organization established to own and maintain the common elements as provided at N.J.S.A. 40:55D-43. The open space organization documents shall be submitted to the Board Attorney for review and approval.

H. Engineering and construction design standards. The standards for engineering and construction of the project shall be governed by the Residential Site Improvement Standards and by the provisions of this section.

(1) Lighting.

(a) Streetlighting shall be provided at all street intersections and along all collector and local streets, parking areas and anywhere else deemed necessary for safety reasons.

(b) Any outdoor lighting such as building and sidewalk illumination, driveways with no adjacent parking, the lighting of signs, and ornamental lighting shall be shown on the lighting plan in sufficient detail to allow a determination of the effects upon adjacent properties, roads, and traffic safety from glare, reflection and overhead sky glow in order to recommend steps needed to minimize these impacts.

(c) The average intensity of lighting permitted on roadways shall be as follows:

Street Classification	Location	Minimum Footcandles
Local streets	Except intersections	0.2
	Intersections	2.0
Collector streets	Except intersections	0.4
	Intersections	3.0

(2) Additional townhouse and multifamily dwelling design requirements.

(a) No townhouse building shall contain more than eight townhouse dwelling units, and no multifamily dwelling shall contain more than four dwelling units.

(b) No building shall exceed a length of 180 feet.

(c) Each dwelling unit shall have at least two exterior exposures with at least two windows in each exposure; alternatively, each dwelling unit shall be designed in conformance with the Uniform Construction Code such that either 8% of the floor area of all habitable rooms shall be in windows or the maximum depth of the unit shall not exceed 22 feet.

(d) No room within a dwelling unit intended for human habitation shall be located in a cellar, basement or attic except that a cellar or basement may contain a family room or recreation room.

(e) Accessory buildings shall meet the property line setbacks of the principal buildings.

(f) The maximum height of an accessory building shall be 16 feet, except that recreational buildings and facilities shall be governed by the height limitations for principal buildings.

(g) Garages may be built into the principal structure or separately constructed as hereinafter provided. Each garage space shall be at least 10 feet in width and 20 feet in depth. Each group of attached garages shall have a joint capacity of not more than eight automobiles which shall be arranged in a row. There shall be a minimum distance of 10 feet between structures.

(h) All buildings shall be serviced by CATV facilities.

(i) Laundry facilities may be provided in each unit or in each building. Outside clothes drying is prohibited.

(j) One or more completely enclosed but unroofed structures for the collection and storage of solid waste and recyclables shall be provided. No garbage, recyclables or other refuse shall be stored or collected except in such approved structures.

(k) In addition to storage areas contained within the dwelling unit, a minimum of 250 cubic feet of storage space shall be provided for each dwelling unit, which private lockable storage space shall be located at ground level and shall be directly accessible from the outside of the building for purposes of storing bicycles, perambulators and similar outdoor equipment.

(l) Screening and fencing shall be provided as needed to shield parking areas and other common facilities from the view of adjoining properties and streets.

(3) Landscaping. Provisions shall be made for the preservation of existing trees and natural features to the extent possible. All disturbed areas shall be landscaped.

Landscaping shall be provided as follows:

(a) Shade trees shall be planted along all streets and in common parking areas. Such trees shall be a minimum of two inches in caliper at time of planting, shall be native to the area, and shall be planted a minimum of 50 feet on center along both sides of all streets and common parking areas. The Planning Board shall approve the choice of plantings.

(b) As a minimum standard, common areas and yards shall be planted at the following rates per dwelling unit:

[1] One conifer, six feet to eight feet high at time of planting;

[2] One deciduous tree, 1.5 to two inches in caliper; and

[3] Ten shrubs, 15 to 18 inches high at time of planting.

(c) Buffer areas shall be left in a natural state wherever trees and shrubbery exist which are outside the limits of disturbance; otherwise, buffer areas shall be planted with conifers, six feet to eight feet high at time of planting, eight feet on center at the rate of one tree per 400 square feet of buffer area.

(d) All disturbed areas shall be planted in grass or ground cover.

(e) All plantings shall be of nursery stock, balled and burlapped, healthy and free of disease, and guaranteed for at least two growing seasons.

**ALPHA BOROUGH PLANNING BOARD
RESOLUTION MEMORIALIZING THE GRANT OF
AMENDED PRELIMINARY AND FINAL APPROVALS,
SUBJECT TO CERTAIN CONDITIONS, TO
MAJOR SUBDIVISION
APPLICATION NO. 03-03
ALPHA 519, L.L.C.
THE GRANDE AT PARK RIDGE ESTATES
(BLOCK 96, LOT 5)**

WHEREAS, application having originally been made on by application form dated January 27, 2003, and January 29, 2003, by Alpha 519, L.L.C. having its office and place of business at P.O. Box 6653, Freehold, New Jersey, 07728, seeking the grant of preliminary major subdivision approval of the proposed subdivision and site-planned development of certain property presently owned by Alpha Land Partners, having its office and place of business at 4651 North East Ocean Boulevard, Jensen Beach, Florida, 34957, said property known and designated as Block 96, Lot 5, on the Alpha Borough Tax Map, proposing the subdivision of said tract into ninety-four (94) individual lots, ninety-two (92) of which are proposed for improvement with single-family residences and one of which is proposed to be developed into sixteen (16) condominium units in four (4), four (4) unit buildings, said property having frontage upon Springtown Road and Third Avenue (also known as Warren County Route 519) and said property being located within the AH-Affordable Housing Zone District, the proposal being a Mt. Laurel inclusionary (affordable housing) project; and,

WHEREAS, in support of the original application for preliminary major subdivision approval, as aforesaid, the applicant having submitted a certain plat entitled: *Preliminary Major Subdivision for The Grande at Park Ridge Estates, Lot 5, Block 96, Borough of Alpha, Warren County, New Jersey*, said plat prepared by James F. Biegen, P.E. of Maser Consulting, P.A., said plat dated April 25, 2003, and being constituted of twenty-five (25) individual sheets bearing a latest revision date of April 25, 2003; and,

WHEREAS, hearings were held upon the original application for preliminary major subdivision approval at the regular meetings of the Alpha Borough Planning Board convened on: March 19, 2003; April 16, 2003; May 21, 2003; and June 18, 2003; and,

WHEREAS, the development proposal in support of which the original application for preliminary major subdivision, as aforesaid, has been submitted, summarized herewith, was previously particularly described as follows:

1. The subdivision applicant is Alpha 519, L.L.C., which has its office and place of business at P.O. Box 6653, Freehold, New Jersey, 07728.
2. The property owner is Alpha Land Partners, which has its office and place of business at 4651 North East Ocean Boulevard, Jensen Beach, Florida, 34957.

EXHIBIT E

3. The subject property is known and designated as Block 96, Lot 5, on the Alpha Borough Tax Map.
4. The subject property has frontage upon, proposed new roadway access to and is located on the easterly side of Springtown Road and Third Avenue, also known as Warren County Route 519.
5. The subject property contains a total area, prior to subdivision, of 25.396 acres or 1,106,249.0 square feet.
6. By application form dated January 27, 2003, application has been made for the grant of preliminary and final major subdivision and site plan approvals.
7. It is proposed that the subject property, constituted of a total area, prior to subdivision, of 25.396 acres, be subdivided into a total of ninety-four (94) lots, ninety-two (92) of which are proposed for improvement by single-family detached residences, one lot to be the site of a stormwater management detention basin and one lot to be improved with sixteen (16) affordable condominiums to be contained in four (4), four (4) unit multi-family buildings.
8. Particularly, the subdivision application proposes the creation of ninety-two (92) individual lots for construction of detached market-rate single-family residences on each of same, which lots will contain minimum areas of 0.15 acres or 6,600 square feet, those lots being designated on sheets 3, 4 and 5 (of 25) of the plat entitled: *Preliminary Major Subdivision for The Grande at Park Ridge Estates, Lot 5, Block 96, Borough of Alpha, Warren County, New Jersey*, as Lot Nos. 5.01-5.92.
9. Proposed new Lot 5.94, which will be constituted of an area of 1.43 acres or 62,477 square feet, will be the site of the stormwater management detention basin and will be located to the rear (easterly) of a tier of existing improved lots fronting upon Third Avenue.
10. Lot 5.93, containing an area of 1.69 acres or 73,453 square feet and located at the southeasterly corner of the site and contiguous to the Conrail Railroad right-of-way, is proposed to be improved by construction of sixteen (16) condominiums, to be contained in four (4), four (4) unit multi-family buildings.
11. On December 28, 1995, the Alpha Borough Planning Board adopted an amended Housing Plan Element to the subsisting Alpha Borough Master Plan indicating, in net summary after the allowance of certain credits, the need for the

construction of sixteen (16) new affordable housing units to satisfy the Borough's Mt. Laurel housing obligation.

12. That amended Housing Plan Element (page 42) identified the subject property (Block 96, Lot 5) for development of low and moderate income housing to satisfy the Borough's affordable housing obligation of sixteen (16) units.
13. Subsequent to the Planning Board's adoption of the revised Housing Plan Element of the Master Plan (on December 28, 1995), the Borough adopted a Fair Share Plan identifying Block 96, Lot 5 (the property which is the subject of the subdivision site plan applications) as the Borough's inclusionary site to satisfy its sixteen (16) unit new construction obligation.
14. Thereafter, by Ordinance 124-19 adopted August 12, 2002, the Borough amended its zoning regulations to implement the amended Housing Plan Element and Fair Share Plan, zoning the subject property (Block 96, Lot 5) for AH-Affordable Housing development.
15. However, the designation of the Alpha 519, L.L.C. property (Block 96, Lot 5) as the Borough's inclusionary housing site and the rezoning of same to AH-Affordable Housing uses, permitting the construction of up to sixteen (16) new construction units affordable to persons of low and moderate income was the result of general planning considerations, only, relating to the size of the tract, the topography of the tract, its apparent suitability for development and its access to a County road (County Route 519).
16. That designation did not, could not and was not ever intended to be the culmination of a site-specific detailed analysis as to *engineering feasibility* for any particular development proposal.
17. That is, as is always the case with respect to master planning (and the subsequent rezoning of a site), such undertakings were the result of a general overall planning analysis, only, and did not eliminate the need for an applicant to demonstrate, on a site-specific basis, with detailed engineering and planning methodology and proofs, that the site is developable in accordance with State, County and municipal statutes, ordinances and regulations, including, but not limited to, considerations such as intersection design and construction requirements.

WHEREAS, at the regular meeting of the Alpha Borough Planning Board held on June 18, 2003, the Board determined, by a vote of four (4) in favor; one (1) opposed and one (1) abstention, to deny, without prejudice, preliminary and final major subdivision and site plan application designated Application No. 03-03, being the application of Alpha 519, L.L.C. for *The Grande at Park Ridge Estates* major subdivision of certain property known and designated as Block 96, Lot 5, on the Alpha Borough Tax Map; and,

WHEREAS, the Planning Board having adopted a Resolution memorializing said denial, said Resolution dated and adopted August 20, 2003; and,

WHEREAS, the basis of the Planning Board's denial of said application are particularly set forth in the Resolution dated and adopted August 20, 2003, and specifically appearing as paragraphs 1 through 28, inclusive; and,

WHEREAS, basis 20 contained in the Board's August 20, 2003, memorializing Resolution provided particularly as follows:

Rather, it appears to the Planning Board that, absent the grant of easements by the third-party property owners and absent the undertaking by the County of Warren of condemnation proceedings with respect to those easements, the roadway intersections cannot be constructed as proposed.;

WHEREAS, reapplication having been made to the Alpha Borough Planning Board on August 22, 2004, renewing the original application for the grant of preliminary subdivision and site plan approval; and,

WHEREAS, in support of the reapplication for the grant of preliminary major subdivision and site plan approval, the applicant having submitted a certain plat entitled: *Preliminary and Final Major Subdivision and Site Plan for the Grande at Park Ridge Estates, Lot 5, Block 96, Borough of Alpha, Warren County, New Jersey*, said plat prepared by James F. Biegen, P.E. of Maser Consulting, P.A., said plat dated February 6, 2003, being constituted of forty-four (44) sheets, inclusive of the title sheet, and bearing a latest revision date of February 1, 2005; and,

WHEREAS, as detailed on the preliminary major subdivision plats submitted as identified hereinabove, the proposed improvements, including revisions to the original plats submitted to the Board, (summarized herewith) are as follows:

- i. The subject property, which is known and designated as Block 96, Lot 5, on the Alpha Borough Tax Map contains a total area of 25.396 acres or 1,106,249 square feet.

- ii. The subject property is presently owned by Alpha Land Partners, located at 4651 Northeast Ocean Boulevard, Jensen Beach, Florida, 34957.
- iii. Applicant, Alpha 519, L.L.C., having its office and place of business at P.O. Box 6653, Freehold, New Jersey, 07728, is under contract of sale to purchase said property.
- iv. The subject property has frontage upon, proposed roadway access to and is located on the easterly side of Springtown Road, also known as Warren County Route 519 and Third Avenue, also known as Warren County 519.
- v. The subject property is bounded on the east by the Conrail Railroad right-of-way.
- vi. The subject property is proposed to be subdivided into ninety-two (92) lots, upon which single-family residences will be constructed, one (1) lot thereof to be improved with sixteen (16) condominium dwelling units and one (1) lot to be utilized as a stormwater management detention basin lot.
- vii. Roadway access, which will be a system of public roadways to be dedicated to and accepted by the Borough of Alpha, will be achieved by means of a boulevard-style (dualized) roadway entrance along the frontage of the subject property on Springtown Road (Warren County Route 519) located between Tax Lots 13 and 14 in Block 96.
- viii. That boulevard (dualized) entryway then leads to a series of loop streets known as: *Larmer Road, Dowlen Drive, Wilton Drive and Wisley Court*.
- ix. Located at the eastern-most corner of the tract and access by means of a short roadway to be known as *Wisley Court*, will be the sixteen (16) affordable dwelling units.
- x. At the northerly portion of the frontage of the subject property on Third Avenue (Warren County Route 519) and located between Lots 7 and 5.01 in Block 96 will be a 12 foot width F.A.B.C. paved emergency access and maintenance driveway, which will connect with *Wilton Drive*.
- xi. The condominium dwelling units located at the eastern-most portion of the tract and at the terminus of *Wisley Court* will be constructed within four (4) buildings, each having dimensions of 32.00 feet by 60.00 feet.

- xii. Parking for the condominium unit buildings will be provided by means of a parking area located in the center of the building location area, which will be improved with a total of thirty-four (34) parking spaces, seventeen (17) parking spaces on either side (north and south) of the parking area.
- xiii. Stormwater management for the site will be achieved by means of an elongated stormwater detention basin located on proposed new Lot 5.94, which contains an area of 1.38 acres or 62,417.8 square feet and which is located behind (easterly) the tier of County Route 519 frontage lots located immediately at the intersection of Springtown Road (Warren County Route 641) and Third Avenue (Warren County Route 519) and westerly of the tier of Lots Nos. 5.45 through 5.52.
- xiv. Each of the single-family lots will contain areas in excess of the minimum required 6,000 square feet and will otherwise comply with all the minimum area and other *bulk* standards applicable to the Affordable Housing (AH) Zone District in which said tract is located.
- xv. The multi-family (condominium) affordable dwelling units will be established at a density of 9.5 dwelling units per acre, in conformity with the maximum gross density permitted in the Affordable Housing (AH) Zone District of 12 dwelling units per acre.
- xvi. Parking for the multi-family (condominium) units will be provided at the rate of 2.1 parking spaces per dwelling unit or thirty-four (34) total parking spaces, which conforms to the requirements of the Affordable Housing (AH) Zone District.
- xvii. *Sight triangles* with respect to the proposed intersection of *Larmer Road* with Springtown Road (Warren County Route 519) will be established on the northerly and southerly side of said intersections.
- xviii. Particularly, the *sight triangle* on the northerly side of the intersection will be established across Lots 13 and 12. The *sight triangle* on the southerly side of the intersection will be established across Lots 14 and 15.
- xix. It is required by the Warren County Engineer's Office that, in addition to establishment of *sight triangles*, the actual *line of sight* also be established and protected by means of an easement or other enforceable legal methodology.
- xx. The actual *line of sight* (which is detailed on Sheet 40 of 44 of the preliminary

major subdivision and preliminary site plan plats) encompasses the following lots on the northerly side of the intersection: Lots 10, 11, 12 and 13.

- xxi. The *line of sight* encompasses the following lots on the southerly side of the intersection: Lots 14 and 15.
- xxii. Water service to the tract will be provided by facilities to be established and supplied by Aqua New Jersey.
- xxiii. The project will be served by potable water and fire protection by means of establishment of fire hydrants in location approved by the Alpha Borough Fire Department.
- xxiv. Sanitary sewer service will be provided to the project by means of a gravity connection to the existing sewer main located within Springtown Road, which is owned and operated by the Borough of Alpha.
- xxv. It is proposed that the four (4) buildings (32.00 feet by 60.00 feet each) located on proposed new Lot 5.93 at the terminus of *Wisley Court*, each to contain four (4) dwelling units, for a total of sixteen (16) dwelling units be owned, leased and occupied by persons of *low and moderate income*, thereby implementing the *Housing Plan/Fair Share Plan* of the Borough of Alpha in satisfaction of its affordable housing obligation under the *Fair Housing Act* and the doctrine of the New Jersey Supreme Court in the *Mt. Laurel* decisions.

WHEREAS, the applicant previously informed the Board that it has acquired rights over the properties of the various third-parties in order to establish the *sight triangle* easements and the *line of sight* easements to protect the sight distance for the proposed intersection of *Larmer Road* with Springtown Road (Warren County Route 519), with one (1) exception. That is, the applicant has acquired all rights necessary to construct the intersection and protect the sight distance, by means of sight triangle easements and line of sight easements with the exception of the *line of sight* easement which traverses Block 96, Lot 11 owned by Jack and Mary Ann Frank, with respect to property commonly known as 1604 Third Avenue. However, although the applicant, as yet, has been unable to acquire the *line of sight* easement, the applicant has demonstrated to the satisfaction of the Board that it has made more than a reasonable and diligent attempt to do so by offering what appears to be well in excess of the reasonable value of said easement, but that the property owner appears to be unwilling to sell said easement; and,

WHEREAS, at the regular meeting of the Board held on February 16, 2005, the Board determined, by a vote of seven (7) in favor, one (1) opposed and one (1) abstention, to grant preliminary (only) major subdivision approval to Application No. 03-03, being the application of

Alpha 519, L.L.C., having its office and place of business at P.O. Box 6653, Freehold, New Jersey, 07728, proposing the subdivision of certain property presently owned by Alpha Land Partners, having its office and place of business at 4651 Northeast Ocean Boulevard, Jensen Beach, Florida, 34967, said property known and designated as Block 96, Lot 5, said property having frontage upon, proposed new roadway access to and being located on the easterly side of Springtown Road, also known as Warren County Route 519, and on the easterly side of Third Avenue, also known as Warren County Route 519 and said property being located in the Affordable Housing (AH) Zone District, proposing the subdivision thereof into ninety-two (92) single-family residences located upon lots each containing minimum areas of 6,000 square feet, all as more particularly detailed on the preliminary major subdivision plats submitted; and,

WHEREAS, the Board's grant of preliminary (only) major subdivision approval, as aforesaid, was memorialized by Resolution dated and adopted March 14, 2005, subject to revisions which occurred on March 15, 2005 and April 20, 2005; and,

WHEREAS, subsequent application having been made for the grant of final major subdivision and site plan approval, in support of which the applicant having submitted a certain plat entitled: *Final Plat-Major Subdivision for Park Ridge Estates, Lot 5, Block 96, Situate in Borough of Alpha, Warren County, New Jersey*, said plat prepared by Leonardo E. Ponzio, P.L.S. of Maser Consulting, said plat dated February 6, 2003, being constituted of three (3) sheets and having been revised on: May 6, 2003; September 20, 2004; February 1, 2005; and February 21, 2005; and,

WHEREAS, a hearing was held on the application for the grant of final major subdivision approval at the regular meeting of the Board convened on April 20, 2005, at which the applicant appeared through David Meisken, a principal in the applicant, and at which the applicant's engineer, Mark Zelina, P.E., also appeared and at which the applicant was represented by counsel, to wit, Ronald Morgan, Esq., and at which the Board reviewed and considered the April 20, 2005, completeness and substantive report of Donald P. Schlachter, P.E., P.P., C.M.E., the Board's special substituted engineer; and,

WHEREAS, the Board having previously determined, based upon the review of the application conducted by Donald P. Schlachter, P.E., P.P., C.M.E., the Planning Board's special substituted engineer and that conducted by Lyn Paul Aaroe, Esq., the Planning Board attorney that, in accordance with the provisions of the Municipal Land Use Law, particularly N.J.S.A. 40:55D-50(a): *... the detailed drawings, specifications and estimates of the application for final approval conform to the standards established by ordinance for final approval, the conditions of preliminary approval and ... the standards prescribed by the "Map Filing Law" and is, consequently, approvable and should be approved and the Board being additionally satisfied that, in accordance with the applicant's attorney's representations in that regard, the issue of the applicant's inability to acquire a line of sight easement traversing Block 96, Lot 11, owned by Jack and Mary Ann Frank, said property commonly known as 1604 Third Avenue, has been*

rendered moot and the acquisition of said *line of sight easement* has become unnecessary in that the applicant has proposed and the County of Warren has conceptually endorsed the relocation of the centerline of Third Avenue in a generally westerly direction, in order to slightly relocate the cartway thereof, thereby resulting in a corresponding westerly shift of the *line of sight* attending the intersection of Larmer Road and Springtown Road (Warren County Route 519);

WHEREAS, at the regular meeting of the Board convened on April 20, 2005, the Board determined, by a vote of eight (8) in favor, none opposed and no abstentions, to grant conditional final major subdivision and site plan approval to Application No. 03-03 being the application of Alpha 519, L.L.C., having its office and place of business at P.O. Box 6653, Freehold, New Jersey, 07728, proposing the subdivision of certain property presently owned by Alpha Land Partners, having its office and place of business at 4651 Northeast Ocean Boulevard, Jensen Beach, Florida, 34967, said property known and designated as Block 96, Lot 5, said property having frontage upon, proposed new roadway access to and being located on the easterly side of Springtown Road, also known as Warren County Route 519, and on the easterly side of Third Avenue, also known as Warren County Route 519 and said property being located in the Affordable Housing (AH) Zone District, proposing the subdivision thereof into ninety-two (92) single-family residences, located upon lots each containing minimum areas of 6,000 square feet, all as more particularly detailed on the preliminary major subdivision plats submitted and as identified hereinabove, which application was previously granted preliminary (only) major subdivision approval by the Board at the regular meeting of February 16, 2005, and as memorialized by Resolution dated and adopted March 14, 2005 (revised March 15, 2005 and April 20, 2005); and,

WHEREAS, the Board's taking of the Official Action (the grant of conditional final major subdivision and site plan approval) was memorialized by Resolution dated and adopted May 16, 2005, subject to certain revisions which occurred on June 15, 2005 and June 16, 2005; and,

WHEREAS, application having been made for the grant of amended preliminary and final major subdivision and site plan approvals by Alpha 519, L.L.C. for the *Grande at Park Ridge Estates* for the subdivision of property owned by the applicant, said property known and designated as Block 96, Lot 5, on the Alpha Borough Tax Map, said amended application having been necessitated by requirements imposed upon the applicant by the Warren County Planning Board and Warren County Engineer and the New Jersey Department of Environmental Protection (NJDEP) on account of the *Stormwater Management Rules* (N.J.A.C. 7:20, *et. seq.*); and,

WHEREAS, in support of the application for the grant of amended preliminary and final major subdivision approvals, as aforesaid, the applicant having submitted a certain plat entitled: *Preliminary and Final Major Subdivision and Site Plan for the Grande at Park Ridge Estates, Lot 5, Block 96, Borough of Alpha, Warren County, New Jersey*, said plats prepared by James F. Biegen, P.E. of Maser Consulting, P.A., said plats dated February 6, 2003, being constituted of

forty-five (45) sheets and having been revised on: April 25, 2003; May 28, 2004; August 20, 2004; October 15, 2004; February 1, 2005; February 21, 2005; August 10, 2005; August 31, 2005; October 7, 2005; December 15, 2005; December 21, 2005; January 19, 2006; March 1, 2006; and September 19, 2006; and,

WHEREAS, Michael S. Finelli, P.E., P.P., C.M.E., the Planning Board's *Special Substituted Engineer*, having issued reports upon the amended preliminary and final major subdivision application and the plats submitted in support thereof, said reports dated: May 3, 2006; August 15, 2006; and October 17, 2006; and,

WHEREAS, a hearing was held upon the application for amended preliminary and final subdivision approvals, as aforesaid, at the regular meeting of the Board convened on October 18, 2006, at which the applicant appeared, through David Meisken, a principal in the applicant, and at which the applicant was represented by counsel, to wit, Ronald C. Morgan, Esq., and at which James Biegen, P.E., the applicant's professional engineer, also appeared and at which Kevin M. Smith, P.E. of the firm of Finelli Consulting Engineers, Inc. presented Mr. Finelli's October 17, 2006, report to the Board; and,

WHEREAS, at the hearing held upon the application at the regular meeting of the Board convened on October 18, 2006, various objectors and other parties interested in the application appeared before the Board and testified with respect thereto; and,

WHEREAS, as a result of the application for amended preliminary and final major subdivision approvals, the Board's review of the plats submitted in support thereof; the Board's review of the May 3, 2006, August 15, 2006 and October 17, 2006 reports of Michael S. Finelli, P.E., P.P., C.M.E., the Planning Board's *Special Substituted Engineer*, the Alpha Borough Planning Board herewith describes the application for amended preliminary and final major subdivision approvals particularly as follows:

1. The revisions made to the preliminary and final major subdivision plats (as evidenced by the revision dates recited hereinabove) were made to comply with the conditions of preliminary and final major subdivision approvals, as set forth in the Board's memorializing Resolution; the comments and requirements of the Warren County Planning Board and the requirements of the New Jersey Department of Environmental Protection (NJDEP) as a result of its review for compliance with the *Stormwater Management Rules* (NJAC 7:20 *et. seq.*).
2. The requirements of the Warren County Planning Board (reflecting the requirements of the Warren County Engineer's Office) included, but were not limited to, a realignment of the centerline of Warren County Route 519 in the vicinity of the site entrance (Seifert Road) in a westerly direction (away from the

site) and the reconfiguration of the existing intersection of Springtown Road and Third Avenue.

3. The provisions set forth hereinabove and the work to be undertaken in compliance therewith will occur entirely within the right-of-way of Warren County Routes 519 and 641 and, as such, are primarily within the jurisdiction of the Warren County Planning Board.
4. However, in that the Borough of Alpha has concurrent jurisdiction with the County of Warren with respect to the proposed new subdivision street intersection being altered by the revisions, amended application is required, and has been made, to the Alpha Borough Planning Board.
5. In order to comply with the requirements of the New Jersey Department of Environmental Protection (NJDEP) and the requirements of the *Stormwater Management Rules* (NJAC 7:20 *et. seq.*), the originally proposed detention basin has been significantly redesigned and enlarged.
6. Particularly, the originally proposed detention basin, proposed to be located on proposed Lot 5.94 (containing an area of 1.43 acres) has been increased in area to 1.75 acres.
7. The redesign and enlargement of the detention basin has converted the basin to a two-stage detention basin with a 4 foot high retaining wall around the perimeter of the larger component of the basin.
8. As a result of the enlargement of the originally proposed detention basin (1.43 acres to 1.75 acres), proposed Lots 5.41 through Lot 5.52, inclusive, have been reduced in area to slightly above the minimum lot size allowed by the Zoning Ordinance.
9. Additionally, a portion of the proposed landscape plantings originally proposed to be established on the detention basin perimeter have been relocated to the rear portions of reconfigured lots 5.43 to 5.52, inclusive.
10. By letter report dated May 3, 2006, Michael S. Finelli, P.E., P.P., C.M.E., the Board's *Special Substituted Engineer*, reported to the Board (page 3, paragraph 1) that:

Based upon the summary of plan revisions as previously referenced, it is our opinion that the reconfiguration of Lots 5.41 through 5.52 and Lot 5.94; the considerable enlargement and redesign of the detention basin; the proposed

construction of a retaining wall around the perimeter of the detention basin; and the relocation of proposed landscaping constitutes a substantial amendment to the plans as compared to the originally approved Site Plan and Subdivision application. Therefore, it is our opinion that the applicant should file an amended Site Plan and Subdivision application with the Board.

WHEREAS, the Alpha Borough Planning Board, based upon the advice and recommendation of its attorney and engineer, having concurred that the revisions represent a *substantial amendment* to the plans previously submitted to, reviewed and reapproved by the Board and necessitate amended applications for preliminary and final major subdivision approvals and the approval of the Board thereof; and,

WHEREAS, the reconfigured (reduced in area to slightly above the minimum size required by the Zoning Ordinance) lots resulting from the amendments described hereinabove are herewith described as follows:

- Lot 5.41 will contain an area of 0.141 acres or 6,133.1 square feet.
- Lot 5.42 will contain an area of 0.144 acres or 6,273.4 square feet.
- Lot 5.43 will contain an area of 0.185 acres or 8,066.6 square feet.
- Lot 5.44 will contain an area of 0.140 acres or 6,120.0 square feet.
- Lot 5.45 will contain an area of 0.140 acres or 6,120.0 square feet.
- Lot 5.46 will contain an area of 0.140 acres or 6,120.0 square feet.
- Lot 5.47 will contain an area of 0.140 acres or 6,120.0 square feet.
- Lot 5.48 will contain an area of 0.140 acres or 6,120.0 square feet.
- Lot 5.49 will contain an area of 0.187 acres or 8,160.0 square feet.
- Lot 5.50 will contain an area of 0.185 acres or 8,056.0 square feet.
- Lot 5.51 will contain an area of 0.141 acres or 6,120.5 square feet.
- Lot 5.52 will contain an area of 0.145 acres or 6,313.3 square feet.

- Lot 5.94 (the stormwater management detention basin lot) will contain an area of 1.749 acres or 76,170.2 square feet.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Borough of Alpha that, as a result of the application made to it for the grant of amended preliminary and final major subdivision approvals, as aforesaid, the hearing held thereon at the regular meeting of the Board convened on October 18, 2006 and the Board's review of the May 3, 2006; August 15, 2006; and

October 17, 2006, reports of Michael S. Finelli, P.E., P.P., C.M.E., the Board's *Special Substituted Engineer*, the following **OFFICIAL ACTION** is taken with respect thereto:

1. **APPLICATION NO. 03-03** being the application of **ALPHA 519, L.L.C.** having its office and place of business at P.O. Box 6653, Freehold, New Jersey, 07728, proposing the subdivision of certain property presently owned by Alpha Land Partners, having its office and place of business at 4651 Northeast Ocean Boulevard, Jensen Beach, Florida, 34967, said property known and designated as **BLOCK 96, LOT 5**, said property having frontage upon, proposed new roadway access to and being located on the easterly side of Springtown Road, also known as Warren County Route 519, and on the easterly side of Third Avenue, also known as Warren County Route 519 and said property being located in the Affordable Housing (AH) Zone District, proposing the subdivision thereof into ninety-two (92) single-family residences, located upon lots each containing minimum areas of 6,000 square feet, all as more particularly detailed on the preliminary and final major subdivision plats submitted and as identified hereinabove, which application was previously granted preliminary (only) major subdivision approval by the Board at the regular meeting of February 16, 2005, and as memorialized by Resolution dated and adopted March 14, 2005 (revised March 15, 2005 and April 20, 2005), and which was granted conditional final major subdivision approval at the regular meeting of the Board convened on April 20, 2005 and as memorialized by Resolution dated and adopted May 16, 2005 (revised June 15, 2005 and June 16, 2005), **BE**, and same is herewith **GRANTED AMENDED PRELIMINARY AND FINAL MAJOR SUBDIVISION APPROVALS**.
2. The foregoing Official Action is taken, subject to full compliance by the applicant with the following terms and conditions:
 - a. All the terms and conditions attending the grant of preliminary major subdivision, as set forth in the Board's March 14, 2005 (revised March 15, 2005 and April 20, 2005) Resolution memorializing the grant of

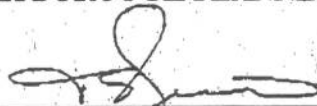
preliminary major subdivision approval and the Board's May 16, 2005 (revised June 15, 2005 and June 16, 2005) Resolution memorializing the grant of conditional final major subdivision approval are incorporated herein by reference, as if set forth at length, and are herewith deemed to be conditions attending the grant of the approval herewith memorialized.

- b. The applicant shall comply with all the requirements and/or recommendations contained in the May 3, 2006; August 15, 2006; and October 17, 2006 reports of Michael S. Finelli, P.E., P.P., C.M.E., the Board's *Special Substituted Engineer*.
- c. The applicant shall provide proof that it has secured and currently is vested with rights to establish sight easements to protect the sight distance in both directions from the proposed roadway intersection in accordance with applicable standards and as said sight triangle easement areas are depicted on the plats submitted and as identified hereinabove.
- d. The applicant shall provide proof of payment of all real estate taxes and assessments due on the subject property through the fourth quarter of 2006.
- e. The applicant shall construct all site improvements, appurtenances and amenities in strict compliance with the revised application submitted to, reviewed and approved by the Board and the subdivision and site plan plats submitted and as identified hereinabove, any deviations therefrom requiring resubmission to, re-review and reapproval by the Board. Provided, however, that the Alpha Borough engineer, as the construction inspecting authority, shall be vested with the authority and discretion to approve *minor* field changes with respect to construction of infrastructure and all other improvements necessitated by field conditions unanticipated during the original design and approval process. Such *minor* field changes approved by the Alpha Borough engineer shall not necessitate any review or approval by the Land Use Board, merely the maintenance by the Borough engineer of an inventory of *minor* field changes approved. Any doubt or difficulty in the mind of the Alpha Borough engineer as to whether a requested change is *minor* in nature shall be resolved by deeming same to be *major*, requiring approval of the Alpha Borough Council and/or the Alpha Borough Planning Board.
- f. The applicant shall reimburse the Borough of Alpha for the costs of professional services rendered in administrative response to the amended

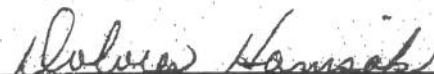
application submitted, including the cost of preparation of this memorializing Resolution.

- g. It shall be the sole responsibility of the owners of the individual lots upon which the relocated landscape plantings will be placed to protect, preserve and maintain same. A document of record, imposing such obligations on the individual homeowners, shall be prepared by the applicant, submitted to and be subject to the review and approval of the Planning Board attorney and, upon the approval thereof, same shall be recorded in the Warren County Clerk's Office.
- h. The applicant shall grant to the Borough of Alpha the requisite easement to allow for access for purposes of discretionary inspection, maintenance and repairs, if necessary, to the stormwater management detention basin and appurtenant facilities in the event of a default of the primary responsible party (the Homeowners Association) in doing so.
- i. In accordance with the applicant's agreement to do so, the applicant shall construct a retaining wall along the common boundary line of the project tract with that of Harry Zikas, Sr., the owner of property known and designated as Block 96, Lot 6. Such retaining wall shall be subject to the inspection and approval of the Alpha Borough engineer.

ALPHA BOROUGH PLANNING BOARD



THOMAS SEISS, CHAIRMAN



DOLORES HANISAK, SECRETARY

I hereby certify the foregoing Resolution to be a true and complete memorialization of the Official Action taken by the Alpha Borough Planning Board at its regular meeting held on October 18, 2006, by a motion and vote as follows:

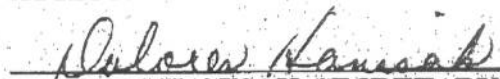
MOTION TO GRANT AMENDED PRELIMINARY AND FINAL APPROVALS TO THE AMENDED PRELIMINARY AND FINAL SUBDIVISION AND SITE PLAN PLATS SUBMITTED AND AS IDENTIFIED HEREINABOVE, WITH RESPECT TO APPLICATION NO. 03-03-ALPHA 519, L.L.C. FOR THE GRANDE AT PARK RIDGE ESTATES MAJOR SUBDIVISION OF BLOCK 96, LOT 5, SUBJECT TO CERTAIN CONDITIONS:

IN FAVOR: Mr. Lee, Mrs. Olah, Mr. Seiss, Mr. Pettinelli*.

OPPOSED: Mrs. Schwar.

ABSTAIN: Mr. Mihursky.

ATTEST:


DOLORES HANISAK, SECRETARY

Dated: January 17, 2007

Revised: February 15, 2007

Revised: March 26, 2007

ABPB: Alpha519GrantAmendPre&FinalMajorSubApprovs.Reso.

*The initial vote on this application resulted in a tie (3 to 3) vote, resulting in no action having been taken. After the convening of an executive session for matters of attorney/client privilege, the foregoing motion to approve the amended preliminary and final subdivision and site plan application was made, seconded and carried.

Page 16 of 16.

Application No. 03-03

Alpha 519, L.L.C.
Grant Amended Preliminary
and Final Approvals to
Major Subdivision

Prepared by: Lyn Paul Aaroe, Esq.
Attorney, Alpha Borough Planning Board

DEVELOPER'S AGREEMENT

THIS AGREEMENT is made and entered on this 24th day of April, 2007 by and between **D.R. HORTON, INC. – NEW JERSEY** with a mailing address of 700 East Gate Drive, Suite 110, Mount Laurel, New Jersey 08054, (the “Developer”) and the **BOROUGH OF ALPHA**, a municipal corporation of the State of New Jersey, with offices located at the Alpha Municipal Building, 1001 East Boulevard, Alpha, New Jersey 08865, (the “Municipality”).

WHEREAS, the Developer obtained preliminary and final major subdivision and site plan approval from the Borough of Alpha Planning Board (the “Board”) for property designated as Block 96, Lot 5, as shown on the Tax Map of the Borough of Alpha and memorialized by five Resolutions dated March 14, 2005, last revised April 20, 2005 (granting preliminary major subdivision and site plan approval), May 18, 2005, last revised June 16, 2005 (granting final subdivision approval), September 21, 2005 (granting preliminary site plan approvals for 16 affordable condominium units), September 21, 2005 (granting final site plan approval for the 16 affordable condominium units), and January 17, 2007, last revised March 26, 2007 (granting amended preliminary and final subdivision approval), attached and made a part hereof as Exhibits “A”, “B”; “C”; “D” and “E”.

WHEREAS, the Developer intends to develop the property for affordable and market-rate housing which is further described in the aforesaid Exhibits and which is located on County Route 519 (also known as Springtown Road), also known as The Grande at Park Ridge Estates, as set forth in the Subdivision and Site Plans (collectively the “Development Plans”) prepared by Maser Consulting, P.A. described in the aforesaid Exhibits; and

NOW, THEREFORE, in consideration of the Board's approval of the Development Plans and the issuance of the necessary permits and approvals by the municipality, it is mutually agreed by and between the parties as follows:

SECTION I

IMPROVEMENTS

1. Improvements to be Completed by Developer - The Developer shall, at its sole cost and expense, construct and install all of the improvements shown on the Development Plans, required as part of the approval of the application. Developer shall comply with and provide proof to the Municipal Engineer that all conditions of preliminary and final approvals have been satisfied.

2. Construction Schedule - Construction of the project shall be completed in accordance with a Construction Schedule to be agreed upon by the Developer and the Municipal Engineer. The Construction Schedule may provide for Phases for financing and performance/maintenance guarantee release purposes. Upon completion of the improvements, Developer may request Certificates of Substantial Completion provided that all improvements, with the exception of the final course of paving and other similar items not directly related to the public's health and safety, are installed. As used herein, "A Certificate of Substantial Completion" means a written certificate issued by the Municipal Engineer certifying the substantial completion of the improvements and indicating they have been satisfactorily constructed and installed in compliance with requirements of the Development Approvals, applicable standards and the reasonable requirements of the Municipal Engineer.

3. Safety Measures During Construction - Developer shall not commence any construction or land disturbance in furtherance thereof until the property is made safe for the

public by installing fences, barricades, dust control measures, soil erosion and mud abatement devices along with lighting as required by the New Jersey Uniform Construction Code, Soil Conservation District, or as may be deemed necessary by the Municipal Engineer or municipal inspectors in order to prevent the possibility of personal injury, property damage or nuisance. It shall be the Developer's responsibility to maintain such devices after commencement of construction and before dedication of public improvements.

4. Minor Modifications and/or Field Changes - The Municipal Engineer is authorized to approve or require minor modifications to the approved plans if those modifications are necessitated by field conditions which would otherwise make it impractical for the Developer to complete the improvements in accordance with the Development Plans approved by the Board; provided, however, any such modifications do not require any variance relief from the requirements of the Municipality's zoning ordinance, and provided further that the Developer shall, at any reasonable time, if requested, submit amended Development Plans or details reflecting the modifications. Any modifications deemed to be "major" shall only be granted by the Planning Board. If a dispute arises between the Developer and Municipal Engineer over the distinction between "minor" and "major", all changes shall be deemed "major" and must be approved by the Planning Board which shall be the final arbiter.

5. Compliance with Law - All improvements shall be constructed and installed in accordance with county, state and federal laws along with specifications, ordinances, rules and regulations which are validly enacted by the Municipality. All structures are subject to inspection and approval by the applicable sub-code official with all other site improvements not under the jurisdiction of a Construction Code Official subject to inspection approval by the Municipal Engineer or his designee.

6. As-built Drawings - Developer shall provide the Municipal Engineer with “as-built” drawings indicating the location and size of all site improvements no later than when Developer seeks a final bond release for the improvements for the phase in question.

7. Pre-construction Meeting - At least seventy-two (72) hours before the commencement of any land disturbance or construction, a pre-construction meeting shall be held with Municipal representatives, the Developer and its engineers and contractors. In the event of temporary suspension of construction, the Municipal Engineer shall be notified of the renewed starting date. The Municipal Engineer shall complete inspections in a timely manner so as to permit the Developer to proceed with construction in an orderly, safe and expeditious way. No back-filling shall take place following the installation of any required improvements until inspection by the Municipal Engineer or his designee.

8. Inspection Fees - An escrow account shall be established to facilitate payment of all engineering inspection fees in accordance with the New Jersey Municipal Land Use Law (“MLUL”). Inspections by the Municipal Engineer or his designee shall be charged against this account at the rate prescribed by ordinance.

9. Building and Engineering Permits - The Municipal Engineer shall not issue a Notice to Proceed until the Developer obtains all necessary permits and provides a certification indicating it is in receipt of same. As used herein, the phrase “Notice to Proceed” means a written notice to proceed issued by the Municipal Engineer following delivery by the Developer of all required final revisions of all documents and plats along with all permits, licenses and authorizations to the Municipal Engineer. Prior to the issuance of a Notice to Proceed, which shall not be unreasonably withheld or delayed, the Developer shall submit proof of all required

permits and approvals from the appropriate agencies for that phase, along with phase construction plans approved by the Municipal Engineer.

10. Time for Completion - Work to be performed under this Agreement shall be completed in a timely fashion in accordance with the provisions of the Municipal Land Use Law. Work permitted to be deferred until after final approval and for which a performance guarantee has been posted in accordance with this Agreement shall be excluded from the five (5) year period.

11. Right-of-Ways and Easements - Developer shall provide a deed of easement to the municipality for municipal road widening purposes (if applicable) subject to review and approval of the Municipal Engineer and Board Attorney. Further, Developer shall establish maintenance easements for proposed Lots for water quality and detention basins, said document language to be reviewed and approved in advance by the Board Attorney.

12. Performance Guarantee - To guarantee the performance of the terms and conditions of this Developer's Agreement, and to guarantee that the Developer conforms with all appropriate ordinances, rules and regulations of the Municipality and its agencies regarding installation of public improvements, the Developer, as a condition of final approval, shall post a performance guarantee in accordance with the requirements of the Municipality's ordinances and the MLUL in an amount equal to 120% of the established cost of the remaining improvements. The Municipal Engineer shall prepare a guarantee estimate in accordance with the MLUL. These guarantees may, at the option of the Developer, be in the form of Cash, Surety Bond or Letter of Credit and in a form consistent with the standards adopted by the New Jersey Department of Community Affairs ("DCA") pursuant to Section 1 of P.L. 1999, c. 68. . Reduction, in any amount of the guarantee due to improvements already installed, shall be

permitted in accordance with the procedure outlined at N.J.S.A. 40:55D-53. In conjunction with the provision of a maintenance guarantee, as provided below, the Municipality will grant reductions and releases to the Performance guarantees in compliance with the MLUL. Public improvements shall be deemed dedicated at the time of filing of the Subdivision Plat in the Warren County Clerk's Office.

13. Procedure for use of Certificate of Substantial Completion - A Certificate of Substantial Completion shall be granted or denied by the Municipal Engineer within thirty (30) days of a written notice from the Developer declaring the substantial completion of the improvements described in the notice. Notice shall be transmitted to the Municipal Engineer by Certified Mail or hand delivered with a copy to the Municipal Clerk and the Secretary of the Planning Board. The Municipal Engineer shall inspect all improvements contained within the request and file a written report with the Municipal Clerk and Planning Board Secretary. In the event of rejection of all or a portion of the improvements, the report shall state the reasons.

14. Maintenance Guarantee – In accordance with the MLUL, Developer agrees to provide the municipality a maintenance guarantee for a period of two (2) years from the date of completion and municipal acceptance of all improvements required by this Agreement for the phase in question. Performance guarantees will not be released nor other approvals or certificates issued until the maintenance guarantee is posted.

15. Coordination - In addition to the items already set forth, it shall be the Developer's responsibility to insure the following:

A. Developer shall install soil sedimentation control measures prior to any disturbance on site in accordance with the rules and regulations of the Soil Conservation Agency having jurisdiction in the Municipality.

B. In the event blasting is required on site, Developer shall, in addition to complying with state permits and N.J.A.C. 12:190-7.1 et seq., notify the Municipal Construction Official prior to conducting any blasting operations and provide the specific location of the blasting and the intended time of blasting. Developer shall also provide the necessary notices to utility companies and railroads when blasting within certain distances of those utility lines, etc. as delineated in N.J.A.C. 12:190-7.1.

C. Cut sheets shall be provided to the Municipal Engineer's office directly and to the on-site inspector during construction.

D. All conditions contained in the Resolutions of approval of the Board as shown in Exhibits "A", "B"; "C"; "D" and "E" and as set forth in this Developer's Agreement shall be incorporated into four (4) sets of conformance plans to be submitted to the Municipal Engineer prior to any construction or disturbance of the site. Certification from the Developer's design engineer that the plans are in accordance with the foregoing shall be required on the conformance plans.

E. A deed description for municipal road dedications and easements shall be prepared and forwarded prior to the filing of the Filed Map to the Board's Attorney and Engineer for review and approval before the final plat seeking final major subdivision approval for the project or any phase is submitted to the Planning Board.

F. No disturbance of wetlands shall take place except for improvements shown on the approved subdivision plats and wetlands protection shall comply with applicable rules and regulations of the New Jersey Department of Environmental Protection ("DEP") and Soil Conservation Service.

SECTION II

GENERAL PROVISIONS

16. Engineering and Legal Charges - Engineering, inspection and legal fees incurred by the Municipality and Board, including but not limited to any enforcement proceedings, shall be reimbursed by the Developer at the hourly rates established by those professionals with the municipality and in accordance with the MLUL.

17. Title Certification - Following execution of this Agreement and Developer's acquisition of the property, Developer shall file with the Municipal Clerk a certificate issued by a licensed New Jersey title company or attorney at law certifying to the Municipality that title to all lands shown on the subdivision plat required for all improvements (with the exception of those off-tract areas) are or will be vested in Developer on or before the commencement of construction.

18. Transfers Not in the Ordinary Course - Any assignment, transfer or sale of the subject property, or any part thereof, shall not operate to relieve Developer, its heirs, successors or assigns, from its obligations to complete the construction of all improvements required in this Agreement and the Resolutions of the Board to maintain same for the two (2) year period of the maintenance guarantee until and unless a successor Developer assumes the obligations hereunder and replaces the Performance Guarantees in a form acceptable to the Municipality which approval shall not be unreasonably withheld or delayed. Developer may be selling approved subdivision lots without necessarily constructing homes on the individual parcels. Developer shall remain obligated to the municipality for required site improvements other than the homes itself. Finally, in the event of a transfer, all provisions of this Developer's Agreement along with terms of the Resolutions shall specifically run with the land and the covenants shall be

enforceable by the Municipality should it become necessary or advisable for it to institute legal proceedings in order to enforce provisions of these documents. Developer, its heirs, successors or assigns, shall be responsible and agree to pay the municipal costs in bringing any such action including reasonable attorney fees.

19. Approvals by other Governmental Agencies Except as otherwise provided herein, it is agreed and understood that Developer shall be responsible to secure all other approvals required by county, state, federal, municipal or other agencies having jurisdiction prior to commencement of construction of the relevant improvement. Copies of said permits and approvals shall be filed with the Planning Board. Issuance of a building permit, Notice to Proceed, Certificate of Final Approval or other action by the municipality or its agents shall not constitute a waiver of Developer's obligation to secure other governmental approvals.

SECTION III

LIMITATION ON MUNICIPAL LIABILITY

20. Municipal Parties Not Liable to Third Parties - The Municipality or any of its officials or employees assume no contractual or other liability to any persons, firms or corporations dealing with the Developer as a result of entering into this Developer's Agreement. Any activities taking place on site shall be within the sole authority of the Developer.

21. Municipal Parties Not Liable to Contractors or Suppliers - Nothing contained herein shall be construed to render the Municipality or any of its officers, boards or employees liable for any charges, costs or debts or material, labor or other expenses incurred in the making of the improvements.

22. Indemnification - Developer shall be and remain liable for any and all damage or money loss incurred by the Municipality, its officers or agents as a result of any negligence, wrongdoing, omission or commission by the Developer, its successors, heirs or assigns or any

person, firm or corporation acting on behalf of the Developer arising from the making of both on- and off tract improvements or from the performance of the terms of this Agreement. Developer shall hold harmless and indemnify the Municipality, its officers, agents, boards and employees which may arise from any such damage or loss, from the construction of improvements and the performance of the terms of this Agreement to the extent the Municipality's or its employees' or boards' actions or inactions have been passive, secondary or vicarious only. This indemnification shall not affect the Developer's right to proceed against third parties.

SECTION IV

OPERATIONS

23. Nuisance - Developer agrees not to commit any public or private nuisance. Developer shall comply with municipal noise control ordinances and any applicable ordinances regulating construction. No provision of this Agreement shall be deemed to be a waiver of any right of the Municipality or its agencies under any statute, ordinance or other law.

24. Abatement of Unsafe Conditions - Developer shall correct and make safe any dangerous or unsafe condition created by it or those acting for it adversely affecting the public safety or general welfare or affecting the safety or welfare of other occupants of the project as determined by the appropriate enforcement official of the Municipality.

25. Insurance - Developer shall procure insurance for public and personal injury liability and property damage liability including contingent liability and contractual liability which might result from the performance of the work required under this agreement and shall provide the Municipality prior to starting work with a Certificate of Insurance designating the Municipality as an additional insured under each policy which shall be in the following amounts:

Comprehensive General Liability (Bodily Injury and Property Damage including blanket and contractual liability for the assumption of all liability pertaining to suit not caused by the direct negligence of the Borough)	\$2,000,000
Comprehensive Automobile Liability (bodily injury)	\$2,000,000
Property Damage (Per occurrence with no limitation on aggregate)	\$1,000,000
Umbrella Excess Liability	\$2,000,000
Worker's Compensation and Employers liability to cover all contractor's employees in accordance with statutory requirements	As per Statute

SECTION V

MAINTENANCE/USE OF PREMISES

26. Maintenance and Repair After Construction - The Municipality shall have the right, but not obligation, to maintain all improvements which are completed by the Developer under this Agreement and the approvals granted by the Board. In the event the Developer or owner fails to make repairs within a reasonable time period, the Municipality shall have the authority to undertake the necessary work and to charge the Developer or owner for the cost of work completed.

SECTION VI

MISCELLANEOUS

27. Access - Developer agrees to permit all municipal motor vehicles and Board of Education motor vehicles to use all roads which have been constructed but prior to municipal acceptance within the subdivision from this date until the date of final acceptance of roads by the Municipality. Such vehicles shall be used to promote the public health, safety and welfare and include but not be limited to police, fire, first aid vehicles and school buses. Further, by

executing this Agreement, Developer shall be deemed to have requested in writing provisions of Title 39 apply to the streets within this subdivision pursuant to N.J.S.A. 39:5A-1 et. seq. and that appropriate signage be installed. Execution of this Agreement by the Municipality shall be deemed to be an acceptance of this request subject to any approvals required by the New Jersey Department of Transportation.

28. Severability of Provisions - If any section of this Agreement shall for any reason be adjudged by a court to be invalid, such judgment shall not affect the remaining sections of this Agreement. The provisions of this Agreement are intended to be severable.

29. Successors Bound - This Agreement shall be binding upon the successors and assigns of the parties signing it and each of the provisions of this Agreement shall have the same force and effect as if set forth at length as conditions of the grant of Development Approvals.

30. Maintenance of Public Improvements - Until such time as Developer has completed the public improvements including roadways which the Municipality has accepted by formal Resolution in accordance with Section I, Paragraph 12 of this Agreement, the Developer shall be responsible to maintain the roads and keep them free of all snow and debris so as to give access to fire and other emergency and police vehicles and occupants of the subdivision.

31. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor difficulties, inability to secure outside agency approvals, inability to procure materials, restrictive governmental laws or regulations, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the

period for the performance of any such act shall be extended for the lesser of (i) a period equivalent to the period of such delay or (ii) twenty four (24) months.

32. Notices - All notices shall be served by Certified Mail, return receipt requested and regular mail upon the parties at the addresses shown on page one. Copies of all notices shall be delivered to the parties' attorneys via regular mail and fax:

If to Developer D.R. Horton, Inc. – New Jersey
700 East Gate Drive
Suite 110
Mount Laurel, New Jersey 08054
Attention:
Mitchell Newman, Esquire
Telephone: (856) 235-5150
Facsimile: (856) 235-2390

With a copy to:
Frank J. Petrino, Esquire
Sterns and Weinroth
50 West State Street
P.O. Box 1298
Trenton, New Jersey 08607-1298
Telephone: (609) 392-2100
Facsimile: (609) 392-2199

If to the municipality: Municipal Clerk
Borough of Alpha
1001 East Boulevard,
Alpha, New Jersey 08865
Telephone: (908) 454-0088
Facsimile: (908) 454-0076

With a copy to: Planning Board Secretary
Borough of Alpha
1001 East Boulevard
Alpha, New Jersey 08865
Telephone: (908) 454-0088
Facsimile: (908) 454-0076

Lyn Paul Aaroe, Esq.
126 Mansfield Road
Belvidere, New Jersey 07823
Telephone: (908) 475-1717

Facsimile: (908) 475-3182
Planning Board Attorney

Christopher M. Troxell, Esq.
235 Front Avenue
Phillipsburg, New Jersey 08865
Telephone: (908) 213-2100
Facsimile: (908) 213-8849
Borough Solicitor

SECTION VII

DEFAULT

33. Upon default by the Developer, the Municipality shall be entitled to all rights and remedies provided by N.J.S.A. 40:55D-53 and under all applicable law. A default shall occur if the Developer (1) delays completion of the work beyond the time limits set forth in this Agreement; (2) unreasonably delays completion of the work after notice by the Municipality to proceed as set forth in this Agreement; or (3) departs from the requirements of the plans, resolutions, specifications, rules, regulations, statutes or ordinances without the consent of the Municipality. All remedies available to the Municipality in the event of default are cumulative. Election of one remedy does not preclude election of any or all other remedies.

SECTION VIII

AFFORDABLE HOUSING

34. The Developer agrees to construct, market and sell the affordable units in accordance with COAH's rules including, but not limited to, controls on affordability, bedroom distribution, low/moderate income split, affirmative marketing, and phasing.


35. The Developer shall assume full responsibility for income qualifications. The Municipality shall fully cooperate in this endeavor and abide by any instructions or directives of COAH or the Superior Court with respect to (a) maintaining lists of potential affordable

occupants in the community's housing region, and (b) preparing and filing COAH's annual monitoring forms.

36. The parties acknowledge that the Developer's project is "inclusionary" and is therefore exempt from the payment of affordable housing development fees under COAH's rules.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year written at the top of the first page.

D.R. HORTON, INC. – NEW JERSEY




Mitchell Newman, Senior Vice President

ATTEST:

MUNICIPALITY OF ALPHA



LAURIE COURTER, Municipal Clerk

By: 

~~CLARA TARS~~, Council President
Edward Hanics