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**146 Rea Avenue**  
**Hawthorne, New Jersey 07506**  
**Attorney for Plaintiff/Petitioner,**  
**Borough of Hawthorne**

IN THE MATTER OF THE  
APPLICATION OF THE  
Borough of Hawthorne, a municipal  
corporation of the State of New Jersey,  
  
Plaintiff/Petitioner.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION –  
PASSAIC COUNTY  
DOCKET NO.

CIVIL ACTION  
(Mount Laurel)

**COMPLAINT FOR DECLARATORY  
JUDGMENT AND FOR  
TEMPORARY IMMUNITY**

Plaintiff/Petitioner, the Borough of Hawthorne (“Borough”), a municipal corporation and body politic organized under the laws of the State of New Jersey, with offices located at 445 Lafayette Avenue, Hawthorne, Passaic County, New Jersey 07506, by way of Complaint for Declaratory Judgment says:

**Jurisdiction**

1. Jurisdiction is established pursuant to the New Jersey Declaratory Act, N.J.S.A. 2A:16-50, et seq.
2. Jurisdiction is further established as a result of the Supreme Court Decision, In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (the “2015 Case”).

### **Background and Prior Round Obligations**

3. In 1975 the Supreme Court of New Jersey in South Burlington County N.A.A.C.P. v. Township of Mount Laurel, 67 N.J. 151 (1975), ruled that the developing municipalities in the State of New Jersey exercising their zoning power, in general, had a constitutional obligation to provide a realistic opportunity for the construction of their fair share of the region's low and moderate income housing needs.

4. In 1983, the Supreme Court refined that constitutional obligation in South Burlington County N.A.A.C.P. v. Township of Mount Laurel, 92 N.J. 158 (1983), to apply to those municipalities having any portion of their boundaries within the growth area as shown on the State Development Guide Plan.

5. In 1985, the New Jersey Legislature adopted, and the Governor signed, the Fair Housing Act ("FHA") N.J.S.A. 52:2D-301 et seq. which transformed the judicial doctrine which became known as the "Mount Laurel doctrine" into a statutory one and provided an alternative administrative process in which municipalities could elect to participate in order to establish a Housing Element and Fair Share Plan ("HEFSP") that would satisfy its constitutional obligation by creating an administrative agency known as the Council on Affordable Housing ("COAH") to develop regulations to define the obligation and implement it.

6. COAH proceeded to adopt regulations for first round obligations applicable from 1987 to 1993 and second round obligations that created a cumulative obligation from 1987 to 1999.

7. COAH's adopted, combined first and second round housing need numbers for the Borough indicated a 318-unit affordable housing new construction obligation. The First and Second Round "combined" number was reduced to 71 units, consisting of 57 new construction units, through a vacant land adjustment, and 14 rehabilitation units, through a structural

condition survey adjustment. The adjusted figures were as recommended to the Honorable Burrell I. Humphries, J.A.D., by the Court appointed Special Master working with the Borough, David N. Kinsey, and reflected in a Judgment of Repose entered September 29, 2005. The period of repose remained in effect through August 9, 2007. A copy of this Judgment is included in Appendix A, attached hereto.

8. The Borough's Prior Round Plan, adopted July 20, 2004, addressed its 57-unit new construction obligation through a combination of a 23 unit Regional Contribution Agreement funded by the Lafayette Realty site, 20 rental units completed in two inclusionary developments, and 14 rental bonus credits. The inclusionary developments included the Van Dyk age-restricted assisted living site whereon 8 affordable rental units had been constructed (allowing for two rental bonus credits), and the 12 alternative living rental units at the redevelopment site on Westervelt Avenue (allowing for 12 additional rental bonus credits). A copy of this Plan is included in Appendix B, attached hereto.

9. The Borough saw to the complete satisfaction of its Prior Round Plan. The sum of \$575,000 was transferred to the City of Paterson as part of a 23 unit Regional Contribution Agreement. A total of eight Medicaid Waiver beds were set aside in the Van Dyk Assisted Living Facility resulting in 10 total credits, inclusive of rental bonus credits. Community Development Corporation constructed a 12-unit residence for developmentally disabled adults on property donated by the Borough of Hawthorne, resulting in 24 units of affordable housing, inclusive of rental bonus credits, satisfying its 57 unit new construction obligation. In addition, the Borough expended virtually all funds collected in satisfaction of its rehabilitation obligation, funding the rehabilitation of all 14 units of substandard housing it was obligated to address.

#### **Third Round Obligation**

10. COAH first proposed third round substantive and procedural rules in October, 2003. 35 N.J.R. 4636(a); 35 N.J.R. 4700(a).

11. Those rules remained un-adopted and COAH re-proposed both the substantive and procedural third round rules (N.J.A.C. 5:94 and 5:95) in August of 2004 and adopted the same effective on December 20, 2004. (the "2004 Regulations")

12. The 2004 Regulations were challenged and on January 25, 2007, the Appellate Division invalidated various aspects of those regulations and remanded considerable portions of the rules to COAH with direction to adopt revised rules. In the Matter of the Adoption of N.J.A.C. 5:94 and 5:95 by the New Jersey Council on Affordable Housing, 390 N.J. Super. 1 (App. Div.), certif. denied, 192 N.J. 72 (2007) (the "2007 Case").

13. On January 22, 2008, COAH proposed and published revised third round regulations in the New Jersey Register. 40 N.J.R. 237.

14. On May 6, 2008, COAH adopted the revised third round regulations and advised that the new regulations would be published in the June 2, 2008 New Jersey Register, thereby becoming effective.

15. On May 6, 2008, COAH simultaneously proposed amendments to the revised third round rules it had just adopted. Those amendments were published in the June 16, 2008 New Jersey Register, 40 N.J.R. 3373 (Procedural N.J.A.C. 5:96); 40 N.J.R. 3374 (Substantive N.J.A.C. 5:97). The amendments were adopted on September 22, 2008 and made effective on October 20, 2008.

16. Based on COAH's October 20, 2008 estimates of need, the Borough had a Third Round affordable housing obligation consisting of a 34 unit rehabilitation obligation and a 230 unit Growth Share component that is a function of projected residential and non-residential growth. At the same time, COAH readjusted all Prior Round housing-need new construction numbers and rehabilitation numbers, with the Prior Round obligation set at 58 new construction units and the rehabilitation share at 34 units for Hawthorne. However, since the Borough received a structural condition survey adjustment as part of its Judgment of Repose for its Prior

Round obligation, the Borough's Prior Round new construction and rehabilitation obligations were established by the Court at 57 new construction units and 14 rehabilitation units, irrespective of COAH's newly published numbers which did not reflect the Judgment of Repose.

17. To address its Third Round obligation, the Borough prepared a Third Round Plan, which was adopted on May 19, 2009. The plan sought a Growth Share Adjustment as permitted by the Third Round regulations to reduce the Growth Share obligation from 230 units to 12 units. This was based on growth that had occurred since 2004 and the limited remaining vacant land available for development within the Borough. The plan addressed the adjusted 12 unit Growth Share obligation through a combination of 6 affordable units to be developed as part of the Millview Lofts inclusionary development, 3 age-restricted units as part of the Van Dyk Assisted Living facility that had not been credited in the Prior Round plan, and 25 existing group home bedrooms. A copy of this Plan is included in Appendix C, attached hereto.

18. Although the Borough filed its Petition for Substantive Certification with COAH on May 27, 2009 and was deemed complete on August 17, 2009, the Borough never received Substantive Certification of its Third Round Plan due to the Court's invalidation of the Third Round methodology based upon growth share. This is discussed in more detail below.

19. Documentation pertaining to the Borough's actions to provide affordable housing opportunities since Petition for Substantive Certification was filed is included in Appendices D and E, attached hereto.

#### **The Transfer of Jurisdiction to the Courts**

20. N.J.A.C. 5:96 and 5:97 as adopted in 2008 were challenged in an appeal entitled In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 416 N.J.Super. 462 (App. Div. 2010) (the "2010 Case"). In its October 8, 2010 decision, the Appellate Division determined, among other things, that the growth share methodology was invalid and that COAH should adopt regulations utilizing methodologies

similar to the ones utilized in the first and second rounds, i.e. 1987-1999.

21. On September 26, 2013, the Supreme Court of New Jersey affirmed the Appellate Division's invalidation of the third iteration of the third round regulations, sustained their determination that the growth share methodology was invalid, and directed COAH to adopt new regulations based upon the methodology utilized in the first and second rounds. In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 215 N.J. 578 (2013) (the "2013 Case").

22. COAH proceeded to propose such regulations in accordance with the schedule and amended schedule established by the New Jersey Supreme Court in the 2013 Case.

23. On October 20, 2014, COAH deadlocked with a 3-3 vote and failed to adopt the revised third round regulations.

24. Due to COAH's failure to adopt the revised regulations and subsequent inaction, Fair Share Housing Center ("FSHC"), a party in the 2010 Case and the 2013 Case, filed a motion with the New Jersey Supreme Court to enforce litigant's rights.

25. On March 10, 2015 the New Jersey Supreme Court issued its decision on FSHC's motion to enforce litigant's rights. The Supreme Court in the 2015 Case found that the COAH administrative process had become non-functioning and, as a result, returned primary jurisdiction over affordable housing matters to the trial courts. In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1, (2015) (the "2015 Case").

26. In doing so, the Supreme Court established a transitional process for municipalities, like the Borough of Hawthorne, that participated in the administrative process before COAH to file a declaratory judgment action with the trial courts seeking to declare their HEFSPs as being constitutionally compliant and seeking similar protections to those that the participating municipalities would have received if they had continued to proceed before COAH.

27. In explaining the transitional process contemplated, the Supreme Court equated these “Participating Municipalities” to those municipalities in 1985 that had sought to transfer jurisdiction from the Court to the newly created COAH and switch the forum from a judicial one to an administrative one under N.J.S.A. 52:27D-316.

28. While the Supreme Court in the 2015 Case declined to adopt a specific methodology or formula to calculate the third round affordable housing obligations of the municipalities and instead left that determination to the 15 Mount Laurel Judges (one in each vicinage), it did provide some guidance by reiterating its endorsement of the previous methodologies employed in the First and Second Round Rules as the template to establish third round affordable housing obligations, and as abovementioned, by treating Participating Municipalities filing Declaratory Judgment actions in the same way that the 1985 FHA when originally enacted on July 2, 1985 treated municipalities transitioning from the judicial to the administrative process.

29. In light of the decisions in the 2013 Case and the 2015 Case, the Borough of Hawthorne and its Planner have prepared a revised HEFSP that verifies full compliance of the Borough of Hawthorne with its constitutional affordable housing obligations. The HEFSP was adopted by the Borough Planning Board and endorsed by the Mayor and Council on June 29, 2015. A copy of this Plan is included in Appendix F, attached hereto.

30. As discussed in this Plan, the state of the Third Round affordable housing obligations for municipalities throughout New Jersey at present remains a fluid one, given the fact that neither the Courts, COAH, nor the legislature has come up with a definitive set of housing-need numbers that has been universally accepted. Two sets of numbers have been promulgated and widely discussed. These include numbers prepared by Dr. Robert Burchell on behalf of COAH, and numbers prepared by David N. Kinsey on behalf of the Fair Share Housing Center. Their statewide numbers vary dramatically, with the need for approximately 52,000

affordable housing units per Dr. Burchell's estimates and approximately 201,000 affordable housing units per Mr. Kinsey's estimates.

31. Similarly, their numbers for the Borough are wildly divergent, as noted below:

	<u>Burchell</u>	<u>Kinsey</u>
1. Rehabilitation Obligation:	28	28
2. Unanswered Prior Round Obligation:	-16	----
3. Prior Round Obligation:	----	58
4. Prospective Need Obligation*	-1	266

\* Note: The data for the two analyses covers differing time periods.

32. Significantly, the Burchell numbers reflect the fact that the Borough is a fully developed municipality (a vacant land adjustment analysis reveals there are only eight acres of vacant developable land in the Borough), while Kinsey, despite having recommended a vacant land adjustment for the Borough in his role as Special Master and author of the 2005 Judgment of Repose, apparently did not acknowledge this fact in his numbers. For this reason, as well as others, the Borough's Plan at this time relies upon the Burchell numbers. It is recognized that these figures may be adjusted in the future, and may necessitate revision to the plan.

33. The Borough's Plan includes the preparation of an assessment of vacant land in the Borough pursuant to the prescribed vacant land adjustment (VLA) process and realistic development potential (RDP), to determine the Borough's RDP and adjusted affordable housing obligation. The analysis reveals there are only 8.1 acres of vacant developable acres (ie, excluding vacant acreage encumbered by wetlands, steep slopes, and flood plan delineations). This translates to an RDP of 10 affordable housing units pursuant to the COAH methodology set forth in the Second Round regulations. The VLA and the manner in which the Plan addresses this 10-unit obligation is set forth in Appendix F, attached hereto.

**COUNT ONE**

**(DECLARATORY RELIEF, CONSTITUTIONAL COMPLIANCE)**

34. The Borough of Hawthorne repeats and realleges each and every allegation set forth in Paragraphs 1-33 of this Complaint as if set forth herein at length.

35. Pursuant to the Declaratory Judgments Act, N.J.S.A. 2A:16-50 et seq., and the 2015 Case, the Borough of Hawthorne has a right to a declaratory judgment verifying and confirming the Borough's full compliance with its constitutional affordable housing obligations

**WHEREFORE**, Plaintiff/Petitioner, the Borough of Hawthorne, respectfully seeks that the Court grant the following relief:

a. An Order exercising jurisdiction over the compliance by the Borough of Hawthorne with its constitutional affordable housing obligations; and

b. An Order declaring that the Borough of Hawthorne has fully discharged its constitutional affordable housing obligations and is granted protection and repose against exclusionary zoning litigation.

c. A Judgment of Compliance and Repose for a period of ten (10) years from its date of entry.

d. An Order granting such additional relief as the Court deems equitable and just.

**COUNT TWO**

**(REQUEST FOR IMMUNITY)**

36. The Borough of Hawthorne repeats and realleges each and every allegation as set forth in Paragraphs 1-35 as if set forth herein at length

37. In the 2015 Case, the Supreme Court afforded Participating Municipalities who

filed Declaratory Judgment actions seeking to verify and confirm their constitutional compliance with their affordable housing obligations, the right to seek temporary immunity from third party lawsuits while pursuing these Declaratory Judgment actions and the development of compliant HEFSP's.

38. The Borough of Hawthorne by virtue of the filing of the within action is eligible to seek and obtain immunity from third party lawsuits while pursuing their Declaratory Judgment action pursuant to the 2015 Case.

**WHEREFORE**, Plaintiff/Petitioner, the Borough of Hawthorne respectfully seeks that the Court grant the following relief:

a. An Order granting temporary immunity from third party lawsuits against the Borough of Hawthorne from the date of the filing of the instant Declaratory Judgment action until this Court issues a Final Judgment of Compliance and Repose to the Borough of Hawthorne for its HEFSP formulated, adopted and approved in accordance with the applicable formula and methodology established by this Court.

b. An Order granting such additional relief as the Court deems equitable and just.

### **COUNT THREE**

#### **(JURISDICTION OVER UNAPPROVED SPENDING PLAN)**

39. The Borough of Hawthorne repeats and realleges each and every allegation as set forth in Paragraphs 1-38 as if set forth herein at length.

40. On April 9, 2015 the Appellate Division issued a Decision divesting COAH of jurisdiction to administratively effect a forfeiture of Affordable Housing Trust Funds not spent or committed in accordance with the requirements of the FHA and enjoining COAH from taking any such administrative action. In re Failure of Council on Affordable Housing to Adopt Trust Fund Commitment Regulations, 2015 WL 1582908 (App. Div. 2015) (the "Trust Fund Case").

41. In the Trust Fund Case the Appellate Division further transferred jurisdiction over such actions and matters to the 15 Mount Laurel Judges designated to hear the Declaratory Judgment Actions regarding compliance with affordable housing obligations as set forth in the 2015 Case.

42. On information and belief, COAH has taken the position that it no longer has jurisdiction to approve Spending Plans that are pending before it.

43. The Borough of Hawthorne has a Spending Plan that has not been approved pending before COAH and without COAH's approval and authorization is prevented from expending Affordable Housing Trust Funds to advance the purposes of affordable housing in the municipality.

44. In light of COAH's inaction on its Spending Plan, the Borough of Hawthorne seeks to have this Court, in conjunction with processing the instant Declaratory Judgment action, approve the Spending Plan of the Borough of Hawthorne that has been pending before COAH and further, to assume jurisdiction over any amendment to said Spending Plan once approved in order to give the Borough of Hawthorne the ability to properly utilize and expend Affordable Housing Trust Funds collected for the purposes of advancing and satisfying its affordable housing obligation.

**WHEREFORE**, Plaintiff/Petitioner, the Borough of Hawthorne respectfully seeks that the Court grant the following relief:

a. An Order approving the Spending Plan of the Borough of Hawthorne heretofore pending before COAH.

b. An Order continuing the jurisdiction of this Court to consider and approve any amendments to the Approved Spending Plan.

c. An Order granting such additional relief as the Court deems equitable and just.

**COUNT FOUR**

**(AMENDMENTS TO APPROVED SPENDING PLANS)**

45. The Plaintiff/Petitioner, Borough of Hawthorne repeats and realleges each and every allegation set forth in Paragraphs 1-44 of the Complaint as if set forth herein at length.

46. As part of the Judgment of Repose received September 29, 2005, the Courts approved the prior round Spending Plan of the Borough of Hawthorne. A copy of this Spending Plan is appended to the Borough's 2004 Prior Round Plan, included under Appendix B, attached hereto.

47. Although a draft third round Spending Plan was submitted for approval to COAH as part of its Third Round Plan petition on May 27, 2009, this draft Spending Plan was never approved due to the Court's invalidation of the Third Round methodology based upon growth share. A copy of this draft Spending Plan is appended to the Borough's 2009 Third Round Plan, included under Appendix C, attached hereto.

48. As a result of the 2015 Trust Fund Case, and on information and belief, COAH has been divested of, and/or has relinquished jurisdiction over approval of any amendments to any Spending Plan of the Borough of Hawthorne.

49. It is anticipated that as part of the mechanism to satisfy the affordable housing obligations of the Borough of Hawthorne, as determined by this Court, an amendment to the Spending Plan previously approved by COAH will be required.

50. The Borough of Hawthorne desires that this Court assume jurisdiction to approve any such amendment to the Spending Plan of the Borough of Hawthorne in order to effectuate and implement its HEFSP approved by this Court and any future amendments pending any reversion of jurisdiction to COAH, so as to allow the Borough of Hawthorne the ability to utilize and expend its Affordable Housing Trust Funds to advance its affordable housing plans and

satisfy its affordable housing obligation.

**WHEREFORE**, Plaintiff/Petitioner, the Borough of Hawthorne, respectfully seek that the Court grant the following relief:

a. An Order that this Court assume and assert jurisdiction for the approval of any amendment to the Spending Plan previously approved by COAH in the same manner as COAH would have considered and approved such amendments.

b. An Order granting such additional relief as the Court deems equitable and just.

MICHAEL J. PASQUALE AND ASSOCIATES  
Attorney for Plaintiff/Petitioner,  
Borough of Hawthorne



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MICHAEL J. PASQUALE, Esq.

Dated: July 7, 2015

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, notice is hereby given that [Insert attorney's name] Esq., Attorney for the Plaintiff/Petitioner, the Borough of Hawthorne, is designated as trial counsel in the above captioned matter.

MICHAEL J. PASQUALE AND ASSOCIATES  
Attorney for Plaintiff/Petitioner,  
Borough of Hawthorne



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MICHAEL J. PASQUALE, Esq.

Dated: July 7, 2015

**CERTIFICATION PURSUANT TO R. 4:5-1**

Pursuant to R.4:5-1, I hereby certify that the matter in controversy is not the subject

matter of any other action pending in any Court or of a pending arbitration or administrative proceeding, and that no other action or arbitration or administrative proceeding is contemplated, except that Plaintiff has previously submitted a Petition for Substantive Certification to the New Jersey Council on Affordable House, who, as a result of the 2015 Case, has been divested of jurisdiction which has been assumed by this Court as a result of the filing of the within Declaratory Judgment action.

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

MICHAEL J. PASQUALE AND ASSOCIATES  
Attorney for Plaintiff/Petitioner  
Borough of Hawthorne



MICHAEL J. PASQUALE, Esq.

Dated; July 7, 2015

# APPENDICES

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Dated June 17, 2015  
Adopted June 29, 2015

**APPENDIX A**

**JUDGMENT OF REPOSE – SEPTEMBER 29, 2005**

David N. Kinsey, Special Master  
Kinsey & Hand  
14 Aiken Avenue  
Princeton, New Jersey 08540  
609-924-4990

LAFAYETTE REALTY CO., a New Jersey  
Partnership, and  
DELFORD GARDENS, INC., a  
New Jersey Corporation,

Plaintiffs,

vs.

THE BOROUGH OF HAWTHORNE, a  
Municipal Corporation of New Jersey,  
located in Passaic County, New Jersey,  
THE MAYOR AND COUNCIL OF  
THE BOROUGH OF HAWTHORNE and  
THE PLANNING BOARD OF  
THE BOROUGH OF HAWTHORNE,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
PASSAIC COUNTY

DOCKET NO: 1-89 P.W.E.

CIVIL ACTION  
(MOUNT LAUREL II)

**FINAL JUDGMENT OF COMPLIANCE  
AND REPOSE**

THIS MATTER coming before the Court by way of application by Defendant, Borough of Hawthorne ("Hawthorne"), seeking final judgment in the form of a judgment of compliance and repose; and

The Court, having entered an Interim Judgment on December 6, 2004 that determined that Hawthorne had an adjusted Second Round (1987-1999) fair share housing obligation of 71 units (14 rehabilitation units and 57 new construction units) and approved the Hawthorne Housing Element and Fair Share Plan, subject to certain conditions; and

The Court, having entered an Amended Interim Judgment on December 21, 2004, granted certain credits for the Van Dyk Assisted Living Residence and established certain conditions on the conceptually-approved Hawthorne-Paterson Regional Contribution Agreement ("RCA"); and

The New Jersey Council on Affordable Housing ("COAH") having, by Resolution adopted September 14, 2005, recommended to the Court that the Court approve the Hawthorne-Paterson

Regional Contribution Agreement to transfer 23 units of Hawthorne's housing obligation to Paterson; and

The Court, having been received the letter-reports of the Special Master dated September 14, 2005 and September 23, 2005; and

The Court, having conducted a continued compliance hearing on September 26, 2005, and having heard from Michael J. Pasquale, Esq., counsel for the defendant, Borough of Hawthorne; Kenneth E. Meiser, Esq., Hill Wallack, counsel for plaintiffs; and the Special Master, David N. Kinsey; and no other person appearing or requesting opportunity to address the Court, and for the reasons stated in the Court's oral opinion of September 26, 2005;

IT IS ON this 29th day of September 2005, ORDERED as follows:

1. The Hawthorne-Paterson Regional Contribution Agreement to transfer 23 units of Hawthorne's housing obligation to Paterson is hereby approved, subject to the terms and conditions specified in the COAH Resolution adopted September 14, 2005, including the following amended payment schedule:

<u>Payment schedule</u>	<u>Amount</u>
1st payment no more than 30 days after the effective date of the Agreement:	\$200,000
2nd payment no more than 90 days after the date of the 1st payment:	\$200,000
<u>3rd and final payment within 365 days of the effective date of the Agreement:</u>	<u>\$175,000</u>
Total	\$575,000

2. Defendants are hereby granted a Final Judgment of Compliance and Repose as to the First Count (*Mount Laurel* Compliance) of the First Amended Complaint, effective August 9, 2001 through August 9, 2007,

which shall shield Hawthorne from exclusionary zoning and/or *Mount Laurel* litigation. *The court RESERVES decision on Hawthorne's application for a longer period of Repose.*

3. The Court retains jurisdiction over all disputes with respect to the Final Judgment previously granted as to the Second Count (*Builder's Remedy*) of the First

Amended Complaint, entered January 2, 2002, and the Order Approving Settlement Agreement, entered April 18, 2004. Plaintiff or Defendant may bring a motion in aid of litigant's rights, or a motion to reopen.

4. Jurisdiction over the Hawthorne Second Round Housing Element and Fair Share Plan approved by the Court is hereby transferred to COAH for the purpose of monitoring overall compliance, as well as monitoring the implementation of the Hawthorne-Paterson Regional Contribution Agreement and Hawthorne's affordable housing trust fund revenues and expenditures. The Court shall continue to be responsible for enforcement of Hawthorne's Development Fee Ordinance when and if advised by COAH, as a result of its monitoring, of the need for any enforcement action. Jurisdiction over the Builder's Remedy aspect of the case is not transferred to COAH.
5. The Special Master, David N. Kinsey, is discharged. Plaintiff or Defendant may bring a motion to reinstate the Special Master for limited purposes under Count Two (Builder's Remedy).
6. A true copy of this Order shall be served upon all counsel, the Special Master, and COAH within   2   days of the date hereof.

  
\_\_\_\_\_  
Burrell Ives Humphreys, J.A.D.  
Retired and temporarily assigned on recall

**APPENDIX B**

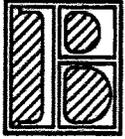
**PRIOR ROUND HOUSING ELEMENT AND FAIR SHARE PLAN**

**ADOPTED JULY 20, 2004**

**APPENDIX B**

**PRIOR ROUND HOUSING ELEMENT AND FAIR SHARE PLAN**

**ADOPTED JULY 20, 2004**



# **BURGIS ASSOCIATES, INC.**

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## **COMMUNITY PLANNING AND DEVELOPMENT CONSULTANTS**

25 Westwood Avenue  
Westwood, New Jersey 07675  
Phone: (201) 666-1811  
Fax: (201) 666-2599  
e-mail: [jhb@burgis.com](mailto:jhb@burgis.com)

Community Planning  
Land Development and Design  
Landscape Architecture

## **HOUSING ELEMENT AND FAIR SHARE PLAN BOROUGH OF HAWTHORNE PASSAIC COUNTY, NEW JERSEY**

PREPARED FOR: BOROUGH OF HAWTHORNE PLANNING BOARD  
BA #1150.01(2)

The original document was appropriately signed and sealed on July 8, 2004 in accordance with Chapter 41 of Title 13 of the State Board of Professional Planners.

  
\_\_\_\_\_  
Joseph H. Burgis AICP, P.P.  
Professional Planner #2450



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## INTRODUCTION

In 1997 the Borough of Hawthorne adopted a Housing Element and Fair Share Plan of the Master Plan. At that time the Borough was embroiled in Mt. Laurel litigation that has continued today. The planning board subsequently adopted a new housing element and fair share plan in 2003. This report revises and updates that Plan, in an effort to establish a housing plan that addresses the Borough's low and moderate income housing obligation.

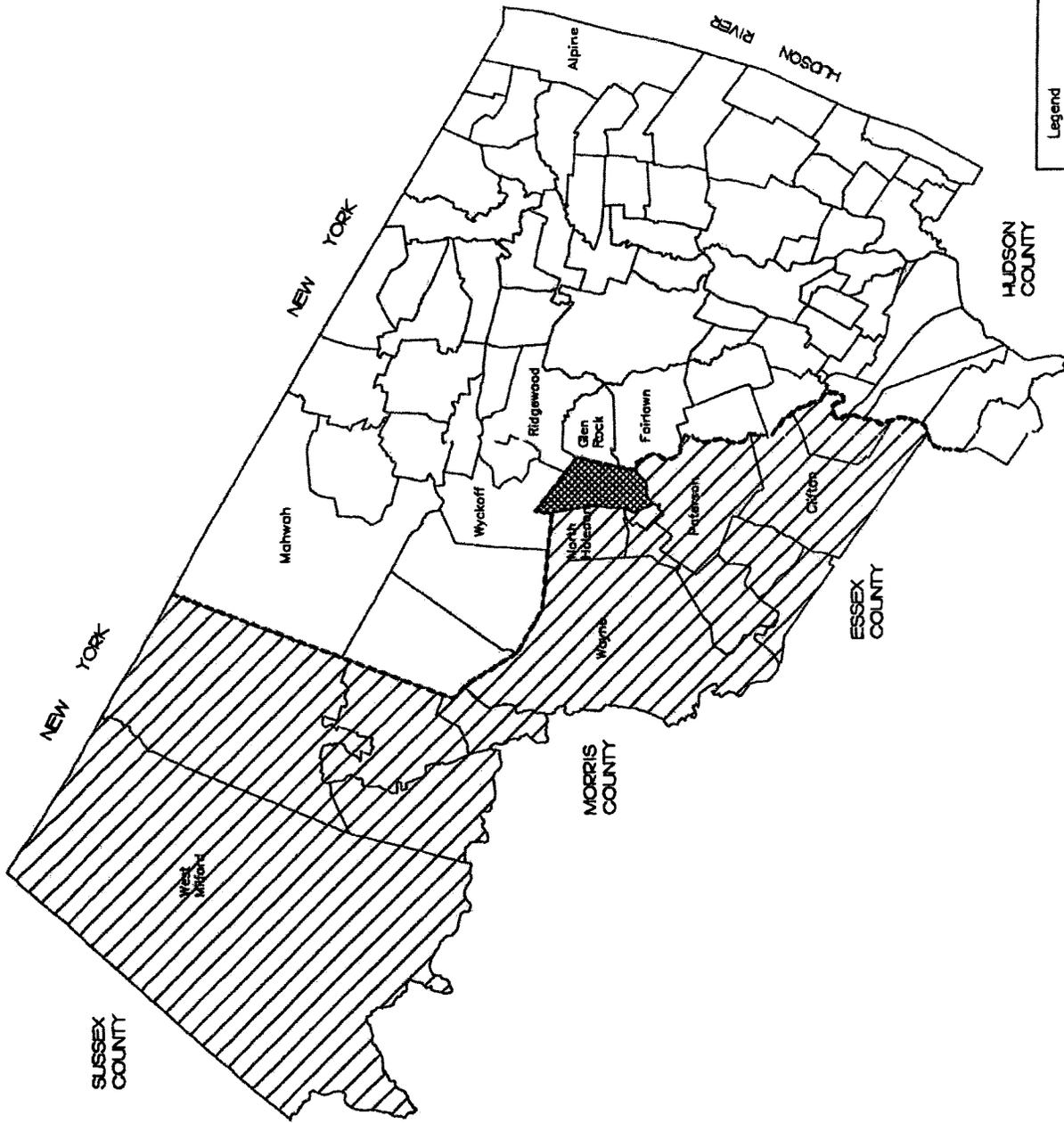
The Hawthorne Housing Element and Fair Share Plan was prepared in accordance with the guidelines and criteria set forth by the Municipal Land Use Law (MLUL) and Council On Affordable Housing (COAH). The format of the Plan is also consistent with the applicable COAH and MLUL provisions. The first part of the document contains all of the background data required by COAH. The second part of this report sets forth the Fair Share Housing Plan in the prescribed format.

COAH's methodology provides that, for the 1987-1999 housing-need cycle, Hawthorne has a pre-credited need for 191 low and moderate income dwelling units. This figure includes 134 units to be rehabilitated and 57 present-need and prospective-need units, as adjusted by the COAH methodology. The accompanying Plan details the manner in which the Borough intends to address this need.

The Borough's Housing Element and Fair Share Plan consists of the following components:

1. The plan includes a 115 unit adjustment to COAH's census-generated indigenous need number estimate, thereby resulting in an adjusted rehabilitation component that seeks to address 19 units of indigenous need. It is noted that two two-family dwellings, ie 4 units of these 19 units have been rehabilitated, and one units has been demolished, thus reducing the indigenous need remaining to be addressed to 14 units
2. The new construction component consists of the following:
  - a. The Borough includes the Lafayette Realty Co property in this Housing Element and Fair Share Plan. The plan calls for this site to be developed with 108 market rate townhouse units. The developer will be obligated to fund a 23 unit RCA.
  - b. The plan provides for an 8 unit credit for 8 lower income units, plus two bonus credits, in the 106 unit Van Dyk age-restricted assisted living facility.
  - c. The plan calls for the construction of twelve one bedroom units to be built by the Community Development Corporation as an Alternate Living Arrangement building on North Tenth Street between Westervelt Avenue and Mohawk Avenue, plus twelve rental bonus credits for the alternate living arrangement development (there also is one superintendent unit in this building, which will not be income restricted). The property occupies an area of .65 acres. The proposed units represent a density of 21 units per acre. The plan includes the use of municipally owned property and a portion of North 10<sup>th</sup> Street that is a paper street and is to be vacated as part of this plan.

The details of this plan, including its associated implementing ordinances, are set forth in the body of this report.



Legend

	BOROUGH OF HAWTHORNE
	PASSAIC COUNTY
	BERGEN COUNTY

Drawing Name <b>REGIONAL MAP</b>	Project No. 1150.01	Drawing Date 11-05-03	Drawn by ABB
	Project Name HAWTHORNE HOUSING PLAN	Drawing Scale N.T.S.	Sheet No. 1 of 1
Drawing Name <b>BURGIS ASSOCIATES, INC.</b> PROFESSIONAL PLANNERS / LANDSCAPE ARCHITECTS 25 WESTWOOD AVENUE WESTWOOD, N.J. 07675 201-666-1811 FAX: 201-666-2599		Drawing No. 1150.01RM	

# **BACKGROUND DATA BASE:**

## 1. COMMUNITY OVERVIEW

The Borough of Hawthorne is located in the northeastern portion of Passaic County. The Borough adjoins seven other municipalities including North Haledon and Prospect Park to the west, Paterson to the south, Glen Rock and Fair Lawn in Bergen County to the east, and Ridgewood and Wyckoff in Bergen County to the north.

Access to the Borough of Hawthorne is provided by a number of county and state roadways, including Route 208, a major north-south roadway which offers linkage to Routes 4 and 17 and the Garden State Parkway. Major arterial streets include Goffle Road, Lincoln Avenue and Lafayette Avenue.

Hawthorne is an older, fully developed municipality of 18,200 residents with established residential neighborhoods, a good industrial base and several commercial areas serving primarily the day-to-day shopping needs of the local residents. Less than 100 acres of this 5,787 acre municipality are presently vacant, and most of this vacant acreage is characterized by environmentally sensitive features such as steep slopes or flood hazard areas which preclude development (The Existing Land Use Survey shown in accompanying Table 1 indicates 339 acres of vacant land; however, the source is from the 1966 Master Plan). The few vacant sites which are not impacted by environmentally sensitive features are generally typified by small (less than one acre in size) isolated parcels distributed unevenly throughout the Borough.

As noted above, the Borough is an older established community. Over half of the Borough's housing stock was constructed before 1950. These dwellings are primarily one- and two-family residences. They encompass over half of the total land area in the community. A small number of multi-family residential uses also exists in the community.

The Borough also contains an active business district, which is comprised of a variety of retail and service commercial uses designed to serve the residents of the community. Additionally, there is a small industrial area which is comprised of light manufacturing and related uses. Presently, there are ongoing environmental cleanup actions occurring at the Calgon and Pyrolac industrial sites. The Inmont (BASF) site's soil issues have been resolved, although groundwater contamination remains at issue.

**Table 1**  
**Existing Land Use & Type of Parcels**  
**Borough Of Hawthorne, New Jersey**

Use	Acres	Percent of Total
Residential one and two-family	1,070	46.1
Residential multifamily	10	0.4
Commercial	105	4.5
Industrial	200	8.6
Public	180	7.7
Semi-public	23	1.0
Streets	370	15.9
Vacant	339	14.6
Water	26	1.1
<i>Total</i>	<i>2,323</i>	<i>100.0</i>

Source: Candeub, Fleissing, & Associates, 1966

Type of Parcel	# of Parcels	Percent of Valuation
Vacant	205	3.5
Residential	5,180	89.5
Commercial	285	4.9
Industrial	110	1.9
Farm	0	0.0
Apartments	17	0.3
<i>Total</i>	<i>5,787</i>	<i>100.0</i>

Source: Passaic County Data Book, Department of Planning, 1990

## 2. INVENTORY OF MUNICIPAL HOUSING STOCK

This section of the Housing Element provides an inventory of the community's housing stock. COAH's regulations require the municipal housing inventory to identify the local housing stock relative to the number of year-round and seasonal units, housing age, housing conditions, purchase or rental value, occupancy characteristics and type, number of units affordable to low and moderate income households, and substandard housing units capable of being rehabilitated. Each of these items is identified in this section of the report.

### a) Number of Housing Units

The U.S. Census of Housing in 1990 indicated there were a total of 7,055 housing units in the Borough, including 224 vacant units representing a 3.2 percent vacancy rate. In 2000, the Census reported an increase of 5.5 percent in the total of units in the borough, to 7,419 units. Vacant dwellings in 2000 represented a 2.1 percent vacancy rate, with 159 vacant units. This and associated occupancy data is presented in Table 2.

**Table 2**  
**Housing Structural Characteristics: 1990 & 2000**  
**Borough of Hawthorne, New Jersey**

Characteristics	1990		2000	
	Number	Percent	Number	Percent
Owner-Occupied Housing Units	4,486	63.6	4,735	63.8
Renter-Occupied Housing Units	2,345	33.2	2,525	34.0
Vacant for Rent	86	1.2	42	0.6
Vacant for Sale Only	38	0.5	31	0.4
Vacant for Seasonal Use	8	0.1	19	0.3
Vacant, Rented or Sold, not Occupied	N/A	N/A	25	0.3
All other Vacants	92	1.3	42	0.6
Total Housing Units	7,055	100.0	7,419	100.0

Source: U.S. Census of Housing, 1990 & 2000

### b) Housing Age

Table 3 indicates the relative age of housing in the Borough as reported in the U.S. Census of Housing, revealing that seventy-five percent of the housing stock was built prior to 1960.

**Table 3**  
**Year Structure Built, All Housing Units: 2000**  
**Borough of Hawthorne, New Jersey**

<b>Year Constructed</b>	<b>Number</b>	<b>Percent</b>
1999 to March 2000	39	0.5
1995 to 1998	132	1.8
1990 to 1994	95	1.3
1980 to 1989	365	4.9
1970 to 1979	474	6.4
1960 to 1969	790	10.6
1940 to 1959	2,878	38.8
1939 or earlier	2,646	35.7
<b>Total</b>	<b>7,419</b>	<b>100.0</b>
<b>Median Year Built</b>	<b>1949</b>	

Source: 2000 US Census, STF-3 Demographic Profile

c) Housing Conditions

Table 4 presents 1990 and 2000 census data regarding the adequacy of plumbing facilities in dwelling units in the Borough. The data reveals an increase from 21 to 25 occupied units lacking complete plumbing facilities. It is noted that additional information detailing housing conditions, and the adequacy of kitchen and heating facilities are provided on table 9. This data provides another indication of the need for a rehabilitation program.

**Table 4**  
**Plumbing Facilities: 1990 & 2000**  
**Borough of Hawthorne, New Jersey**

<b>Facilities</b>	<b>1990</b>		<b>2000</b>	
	<b>Number</b>	<b>Percent</b>	<b>Number</b>	<b>Percent</b>
<u>Plumbing</u>				
Complete Facilities	7,034	99.7	7,394	99.7
Lacking Complete Facilities	21	0.3	25	0.3

Source: 1990 & 2000 US Census.

d) Purchase and Rental Values

The 1990 Census of Housing describes owner-occupied and renter-occupied housing values. Table 5 indicates the distribution of housing costs of owner-occupied units. The median value of such units was noted to be \$87,300 in 1990, increasing six percent to \$198,600 in 2000. Similarly, Table 6 indicates renter-occupied housing units with a median gross rental value of \$737, increasing twenty-nine percent to \$949 in 2000.

**Table 5**  
**Specified Owner-Occupied Housing Units By Value: 1990 & 2000**  
**Borough of Hawthorne, New Jersey**

Value Range	1990		2000	
	Number	Percent	Number	Percent
Less than \$50,000	43	1.3	0	0.0
\$50,000 to \$99,999	78	2.3	6	0.2
\$100,000 to \$149,999	403	11.8	299	8.5
\$150,000 to \$199,999	1,617	47.5	1,487	42.3
\$200,000 to \$299,999	934	27.4	1,182	33.7
\$300,000 to \$499,999	300	8.8	498	14.2
\$500,000 or more	30	0.9	40	1.1
<b>Total</b>	<b>3,405</b>	<b>100.0</b>	<b>3,512</b>	<b>100.0</b>
<b>Median Value</b>	<b>\$187,300</b>		<b>\$198,600</b>	

Source: 1990 & 2000 US Census

**Table 6**  
**Specified Renter-Occupied Housing Units: 1990 & 2000**  
**Borough of Hawthorne, New Jersey**

Rent Value	1990		2000	
	Number	Percent	Number	Percent
Less than \$200	0	0.0	7	0.3
\$200 to \$299	29	1.2	24	1.0
\$300 to \$499	201	8.6	43	1.7
\$500 to \$749	976	41.6	334	13.2
\$750 to \$1,000	854	36.4	1,094	43.3
\$1,000 or more	227	9.7	898	35.6
No Cash Rent	58	2.5	124	4.9
<b>Total</b>	<b>2,345</b>	<b>100.0</b>	<b>2,524</b>	<b>100.0</b>
<b>Median Value</b>	<b>\$737</b>		<b>\$949</b>	

Source: 1990 & 2000 US Census

e) Occupancy Characteristics and Type

Tables 7 through 9 provide additional data concerning the housing stock in the Borough.

Table 7 provides an analysis of the number of housing units in structures in the community. The data indicates that the majority of the housing is located in single-family detached structures. A total of 3,780 units are located in such structures, representing 51.0 percent of all housing in the community.

Two-family dwellings account for 2,561 dwelling units or 34.5 percent of all housing in the Borough. The Census data also records 339 units in residential structures containing more than twenty units.

Table 8 identifies the number of bedrooms per dwelling unit in the community. In general, most

residences provide at least three bedrooms per dwelling, a measure of significance in computing over-crowded conditions. A total of 2,630 dwellings contain 3 bedrooms and 2,384 units contain two bedrooms. A total of 1,013 units contain at least one bedroom, while there are 73 studio units.

Table 9 provides a variety of data concerning kitchen and bathroom facilities, and heating and air conditioning facilities. The data indicates a very small portion of the housing stock is deficient as to bathroom facilities and complete kitchen facilities. According to the most recent data, 25 units lack complete bathroom facilities, while 20 lack complete kitchen facilities, as defined by the Census Bureau.

**Table 7**  
**Units In Structure, Year Round Units: 1990 & 2000**  
**Borough Of Hawthorne, New Jersey**

Units in Structure	1990		2000	
	Number	Percent	Number	Percent
Single Family, Detached	3,716	52.7	3,780	51.0
Single Family, Attached	156	2.2	229	3.1
2 units	2,341	33.2	2,561	34.5
3 or 4 units	178	2.5	269	3.6
5 to 9 units	116	1.6	100	1.3
10 to 19 units	136	1.9	117	1.6
20 or more units	284	4.1	339	4.6
Mobile Home	1	0.0	24	0.3
Other	127	1.8	0	0.0
<b>Total</b>	<b>7,055</b>	<b>100.0</b>	<b>7,419</b>	<b>100.0</b>

Source: 2000 US Census, Demographic Profile

**Table 8**  
**Number of Bedrooms, All Housing Units: 1990 & 2000**  
**Borough of Hawthorne, New Jersey**

Bedrooms	1990		2000	
	Number	Percent	Number	Percent
No bedroom	4	0.1	73	1.0
1 bedroom	1,056	15.0	1,013	13.7
2 bedrooms	2,241	31.8	2,384	32.1
3 bedrooms	2,611	37.0	2,630	35.4
4 bedrooms	985	14.0	1,065	14.4
5 or more bedrooms	158	2.2	254	3.4
<b>Total</b>	<b>7,055</b>	<b>100.0</b>	<b>7,419</b>	<b>100.0</b>

Source: 1990 & 2000 US Census

**Table 9  
Equipment & Plumbing Facilities: 1990 & 2000  
Borough of Hawthorne, New Jersey**

Facilities	1990		2000	
	Number	Percent	Number	Percent
<b>Plumbing</b>				
Complete Facilities	7,034	99.7	7,394	99.7
Lacking Complete Facilities	21	0.3	25	0.3
<b>Kitchen</b>				
Complete Facilities	7,036	99.7	7,399	99.7
Lacking Complete Facilities	19	0.3	20	0.3
<b>Heating</b>				
Utility Gas	5,109	74.8	5,662	78.0
Bottled, Tank, or LP Gas	71	1.0	58	0.8
Electricity	293	4.3	299	4.1
Fuel Oil, Kerosene, etc.	1,332	19.5	1,206	16.6
Coal or Coke	0	0.0	0	0.0
Wood	9	0.1	0	0.0
Solar Energy	0	0.0	0	0.0
Other Fuel	17	0.3	16	0.2
No Fuel Used	0	0.0	19	0.3
	<b>6,831</b>		<b>7,260</b>	

Source: 1990 & 2000 Census, STF-3

f) Number of Units Affordable to Low and Moderate Income Households

The U.S. Census of Housing in 2000 established a median household income of \$49,210 for the community's region. Based upon this figure, low income household income (defined as up to 50 percent of the median) would be a maximum \$24,605. Moderate income household income, defined as a maximum 80 percent of the median, would be equivalent to \$39,368. With the exception of adjustments for family size, and using a rule of thumb of two times income for sales housing and one-quarter yearly income for rental housing, this would produce a housing cost level of \$49,210 and \$513 for low income sales and rental housing, respectively, and \$78,736 and \$820 for moderate income sales and rental housing, respectively. A review of the 2000 census reveals that zero units met these limits for low income sales housing and 6 units met these limits for moderate income sales housing. A total of 83 units met these limits for low income rental housing, and an additional 825 units met these limits for moderate income rental housing.

g) Substandard Housing Units Capable of Being Rehabilitated

Substandard housing within the Borough that is capable of being rehabilitated and is income qualified has been calculated by COAH to be 134 units, based on the 1990 census. This figure is based upon the procedures set forth in the COAH regulations, as shown in the accompanying table.

**Table 10**  
**COAH Methodology To Determine Units Eligible For Rehabilitation**  
**Borough Of Hawthorne, New Jersey**

Component	# Of Dwelling Units
Indigenous Housing Need	140
Less Spontaneous Rehabilitation	- 6
Less Structural Condition Survey Adjustment	-115
<b><i>Total Units Eligible for Rehabilitation</i></b>	<b><i>14*</i></b>

Source: New Jersey Council on Affordable Housing

\*See G. De Augustines certification dated January 22, 2004 in appendix.

The data pertaining to indigenous need and spontaneous rehabilitation is provided by COAH. The number of units of existing qualified rehabilitation is derived from local residents participation in the County Housing Improvement Program. This program has been discontinued in Passaic County.

The municipality conducted its own structural condition survey pursuant to COAH regulations in 1995 and reviewed this information in 2001. It had been determined that 19 units met the COAH criteria to be classified as a deficient structure. The Borough Housing Officer, Gene De Augustines, prepared a follow-up survey in 2004, which indicated that there were “no new findings of residential housing units deemed substandard in accordance with guidelines promulgated by the State of New Jersey, Department of Community Affairs, and which also indicated that five previously noted deficient units have been rehabilitated, reducing the number of identified substandard housing units to 14 units. Consequently, the municipality seeks a 115 unit adjustment to COAH’s estimate of 134 indigenous need units. See Appendix II for a detailed description of the municipality’s Structural Condition Survey. Also see the Appendix for Mr. De Augustines certification on this issue.

### **3. PROJECTION OF MUNICIPAL HOUSING STOCK**

The COAH regulations provide that a community’s projection of future housing be based upon an assessment of data which minimally must include the number of housing units constructed or construction permits issued during the last ten years, the number of low and moderate income housing units constructed previously, the number of low and moderate income housing units rehabilitated previously, a projection of the community’s housing stock for the next six year period, and the number of subdivisions and site plans approved for residential purposes during the last six years. Each of these items is identified below.

#### **a) Housing Units Constructed During the Last Ten Years**

Table 11 provides data concerning building permits issued during the past ten years from 1992 to 2003. A total of 174 building permits were issued, most of which were for single-family residences, for an average rate of 14 housing units annually.

**Table 11  
Number of Building Permits Issued: 1992-2001  
Borough Of Hawthorne, New Jersey**

<b>Year</b>	<b>Single</b>	<b>Two-Four</b>	<b>Multi</b>	<b>Total</b>
1992	34	0	0	34
1993	20	0	0	20
1994	25	0	0	25
1995	19	0	0	19
1996	21	0	0	21
1997	2	2	0	4
1998	12	0	0	12
1999	10	0	0	10
2000	6	0	0	6
2001	2	0	0	2
2002	9	0	0	9
2003	4	0	8	12
<b>Total</b>	<b>164</b>	<b>2</b>	<b>8</b>	<b>174</b>

Source: New Jersey State Data Center

- b) Number of Low and Moderate Income Housing Units Previously Constructed: None.
- c) Number of Low and Moderate Income Housing Units Previously Rehabilitated:

See Appendix for data regarding rehabilitated units. According to the Passaic County Planning Department, the Passaic County Housing Improvement Loan Program has been discontinued.

- d) Projection of Community's Housing Stock for the Next Six Years:

During the period 1992 to 1997, the Borough issued 123 residential building permits, all but two for single-family dwelling units. Between 1998 and 2003 the amount of residential permits issued was 51, of which 43 were issued for single-family residential units and 8 were for multi family units. Due to the fully developed character of the Borough, the projections for the next six years suggest any increase of housing stock to be minimal, with the exception of the 108 unit Lafayette Hills market rate development. The one other possible exception is a prospective redevelopment at 55 Westervelt Ave, This site includes a former factory building that could possibly be adaptively reused for approximately forty± residential units.

- e) Number of Subdivisions and/or Site Plans Approved for Residential Purposes During the Past Four Years: See section d.

#### 4. POPULATION ANALYSIS

The COAH regulations call for an analysis of the community's socio-economic characteristics, including an assessment of population size, rate of population growth, age and sex characteristics, income levels, and household size. Each of these items is described in this section of the report.

- a) Population Size

The 1990 census reported the local population to be 17,084 residents. The 2000 Census shows an increase in the Borough's population to 18,218 persons.

b) Rate of Population growth

Table 12 presents the rate of growth for the Borough of Hawthorne from 1950 through 2000.

**Table 12**  
**Rate of Population Growth: 1950-2000**  
**Borough of Hawthorne, New Jersey**

Year	Population	Population Change	Percent Change
1950	14,816	---	---
1960	17,735	+2,919	+19.7
1970	19,173	+1,438	+8.1
1980	18,200	-973	-5.1
1990	17,084	-1,116	-6.1
2000	18,218	+1,134	+6.6

Source: U.S. Census of Population

c) Age and Sex Characteristics

Available data from the 2000 census reveals 52 percent of the community is female and 48 percent male. Overall, the Borough residents have a median age of 38.2 which is above the County figure of 34.8 years.

The Census data shows an increase in the number of young residents in Hawthorne. Residents below the age of 15 experienced a significant 45 percent increase from 1990 to 2000. This is reflected in the 67 percent increase in the number of residents age 35 to 54. At the same time, the proportion of senior citizens decreased between 1990 and 2000. In 1990, there were 2,997 residents age 65 and older, which represented 17.6 percent of the population. In 2000, 15.8 percent, or 2,868 people, of the borough's residents were aged 65 years or older.

**Table 13**  
**Age and Sex Characteristics: 1990 and 2000**  
**Borough of Hawthorne, New Jersey**

Age Group	1990				2000				Change (%)
	Male	Female	Total	Percent	Male	Female	Total	Percent	
Under 5	513	519	1,032	6.0	606	546	1,152	6.3	11.6
5 - 14	864	770	1,634	9.6	1,047	1,135	2,182	12.0	33.5
15 - 24	1,031	1,029	2,060	12.1	942	820	1,762	9.7	-14.5
25 - 34	1,648	1,632	3,280	19.2	1,414	1,413	2,827	15.5	-13.8
35 - 44	1,185	1,240	2,425	14.2	1,568	1,682	3,250	17.8	34.0
45 - 54	888	964	1,852	10.8	1,168	1,294	2,462	13.5	32.9
55 - 64	804	1,000	1,804	10.6	814	901	1,715	9.4	-4.9
65 - 74	680	990	1,670	9.8	607	860	1,467	8.1	-12.2
75+	442	885	1,327	7.8	487	914	1,401	7.7	5.6
<b>Total</b>	<b>8,055</b>	<b>9,029</b>	<b>17,084</b>	<b>100.0</b>	<b>8,653</b>	<b>9,565</b>	<b>18,218</b>	<b>100.0</b>	<b>6.6</b>

Source: 1990 & 2000 U.S. Census

**Table 14**  
**Number of Births: 1990-1999**  
**Borough of Hawthorne, New Jersey**

<b>Year</b>	<b>No. of Births</b>	<b>Change</b>
1990	243	--
1991	247	+4
1992	218	-29
1993	258	+40
1994	256	-2
1995	268	+12
1996	257	-11
1997	185	-72
1998	240	+55
1999	237	-3
<b>Total</b>	<b>2,409</b>	<b>-9</b>

Source: U.S. Bureau of the Census, 1990 Census of Population, STF 3 Profile 15.

d) Household Size and Income

The Borough of Hawthorne's household size has declined throughout the past thirty year period, as shown in the accompanying table. In 1970, the Borough of Hawthorne had an average household size of 2.92 persons. In 1980 this figure decreased to 2.65. By 1990 household size declined to 2.50. The 2000 Census show a stabilization of the Borough's household size at 2.50.

The recent decline in household size, from 2.92 persons per household in 1970 to 2.50 in 2000 is not unique to the Borough of Hawthorne. Similar declines have been registered in most municipalities in Passaic County. The County, as a whole, decreased from 3.09 persons per household in 1970 to 2.92 in 2000, a decline of 5.5 percent. The Borough's decline during that period was 14 percent.

The 1990 census indicated Borough residents had a median household income of \$43,109, increasing twenty-eight percent to \$55,340 in 2000.

**Table 15**  
**Household Size: 1970 - 2000**  
**Borough of Hawthorne & Passaic County, New Jersey**

<b>Year</b>	<b>Household Size</b>	
	<b>Borough of Hawthorne</b>	<b>Passaic County</b>
1970	2.92	3.09
1980	2.65	2.87
1990	2.50	2.85
2000	2.50	2.92

Source: U.S. Census

## 5. EMPLOYMENT CHARACTERISTICS AND TRENDS

The COAH regulations require an analysis of the existing and probable future employment characteristics of the community, including the current employment in the municipality and historic trends, employment characteristics and occupational patterns of residents of the community, the number of subdivisions and/or site plans approved for non-residential types of development potentially impacting upon the community, other community or regional factors which may impact upon municipal employment, and the probable future employment characteristics in the community. These items are addressed below.

### a) Historic Employment Trends

Table 15 provides employment data from 1990 to 1999. The data indicates that the number of jobs fluctuated throughout this period. The lowest number of jobs, 4,812, occurred in 1993 while the highest number, 5,777, was reported in 1999. The number of local jobs increased steadily from 4,812 in 1993 to 5,369 in 1996.

**Table 16**  
**Covered Employment Trends 1990-1999**  
**Borough of Hawthorne, New Jersey**

Year	Number of Jobs	Number of Jobs Change	Percent Change
1990	5,271	---	---
1991	5,045	-226	-4.3
1992	5,049	+4	+0.1
1993	4,812	-237	-4.7
1994	5,067	+255	+5.3
1995	5,292	+225	+4.4
1996	5,369	+77	+1.5
1997	5,345	-24	-0.1
1998	5,267	-78	-1.5
1999	5,777	+510	+9.7

Source: New Jersey State Data Center

### b) Employment Characteristics and Occupational Patterns of the Community's Residents

Tables 16 and 17 describe the employment characteristics and occupational patterns of the Borough of Hawthorne residents. The data indicates that, in 1990, 55.1 percent of all jobs were concentrated in three fields - manufacturing, retail trade and professional service, while in 2000 this number totaled 56 percent. The composition, however, slightly changed, with manufacturing decreasing from 18.9 percent in 1990 to 11.7 percent in 2000 while professional and related services increased from 23.4 to 32.0 percent.

**Table 17**  
**Employed Persons 16 & Over By Industry: 1990 & 2000**  
**Borough of Hawthorne, New Jersey**

Industry	1990		2000	
	Number	Percent	Number	Percent
Agriculture, Forestry, Fisheries, and Mining	105	1.2	11	0.1
Construction	723	7.9	676	7.0
Manufacturing	1,730	18.9	1,128	11.7
Retail Trade	1,366	15.0	1,184	12.3
Wholesale Trade	604	6.6	494	5.1
Transportation, Information, and utilities	652	7.2	833	8.7
Finance, Insurance, Real Estate	821	9.0	746	7.7
Professional, Health, Educational, and Personal Services	2,130	23.4	3,081	32.0
Entertainment and Recreation Services	118	1.3	622	6.5
Other Services	683	7.5	483	5.0
Public Administration	190	2.1	378	3.9
<b>Total</b>	<b>9,124</b>	<b>100.0</b>	<b>9,636</b>	<b>100.0</b>

Source: 1990 & 2000 U.S. Census

Table 17 identifies resident employment by occupation. It indicates that over 67 percent of the population is concentrated in two occupational categories- managerial/professional specialty and technical, sales and administrative support.

**Table 18**  
**Employed Persons 16 & Over By Occupation: 1990 & 2000**  
**Borough of Hawthorne, New Jersey**

Occupation	1990		2000	
	Number	Percent	Number	Percent
Management, Professional, and Related Occupations	2,975	32.6	3,462	35.9
Service Occupations	613	6.7	1,387	14.4
Farming, Fishing, and Forestry	49	0.5	13	0.1
Sales and Office Occupations	3,216	35.2	3,090	32.1
Production, Transportation and Material Moving	1,072	13.1	858	8.9
Construction, Extraction, and Maintenance	1,199	11.7	826	8.6
<b>Total</b>	<b>9,124</b>	<b>100.0</b>	<b>9,636</b>	<b>100.0</b>

Source: 1990 & 2000 U.S. Census

c) Number of Non-Residential Site Plans Approved Impacting Upon the Community

Data for approved non-residential site plans for 1994-2003 is presented in the accompanying table.

**Table 19**  
**Non-Residential Development: 1994-2003**  
**Borough of Hawthorne, New Jersey**

Year	Site Plan Approvals (square feet)
1994	1,680
1995	4,080
1996	2,934
1997	20,931
1998	101,536
1999	1,260
2000	12,688
2001	19,983
2002	6,845
2003	197,743
<b>Total</b>	<b>369,680</b>

Source: Department of Community Affairs, Annual Reports

d) Other Regional or Community Factors Impacting Upon Future Municipal Employment

There is no single primary regional factor impacting upon future local employment. The developed character of the Borough, particularly the limited availability of land, serves to reduce future development possibilities in the Borough. Hawthorne has very recently considered the redevelopment of industrial properties along Wagaraw Road. The former BASF site has been redeveloped by Kohler Distributions and a distribution facility. Further redevelopment, including the former Merck site, is anticipated. The redevelopment that has been discussed is the creation of an inter-modal transportation center and development of light industrial or commercial uses.

e) Probable Future Employment Characteristics

The Borough of Hawthorne's employment has fluctuated throughout this decade, ranging from a high of 5,777 jobs in 1999 to a low of 4,812 jobs in 1993. This fluctuating pattern is expected to continue, generally within the ranges which occurred throughout this decade. No change in employment characteristics by industry or occupation is anticipated.

**6. DETERMINATION OF COMMUNITY'S FAIR SHARE HOUSING OBLIGATION**

The determination of fair share housing obligation in the Borough of Hawthorne is outlined in the accompanying Table 19. Detailed statistical data utilizing the procedure as established by COAH has been undertaken to confirm the pre-credited housing need number published by COAH.

**Table 20  
Summary Calculations, Housing Obligation, 1987-1999  
Borough of Hawthorne, New Jersey**

Housing Need Factor		Low and Moderate Income Units		
a	Indigenous Need	140		
b	Reallocated Present Need	+51		
c	Present Need, 1993 (lines a+b)		192	
d	Prospective Need, 1993-1999		+32	
e	Total Need 1993-1999 (lines c+d)			224
f	Prior Cycle Prospective Need			+26
g	Demolitions	4		
h	Filtering	-26		
i	Conversions	-31		
j	Spontaneous Rehabilitation	-6		
k	Total Secondary Sources of Supply and Demand (lines g+h+i+j)			-59
l	<b>Pre-Credited Need (lines e+f+k)</b>			<b>191</b>
Source: NJ COAH, "Municipal Number Summary," October 11, 1993 COAH's published "pre-credited need" for Hawthorne was 192 units. Rounding by COAH of the components of housing need probably explain the one unit difference.				

# **FAIR SHARE PLAN:**

## 7. FAIR SHARE HOUSING PLAN

### a) Fair Share Obligation

- 1) Pre-Credited Need including Rehabilitation Component: The Borough of Hawthorne has a pre-credited housing need of 191 dwelling units. This includes 134 rehabilitation units, based on an indigenous need of 140 units, less 6 units of spontaneous rehabilitation.
- 2) Adjusted Rehabilitation Component: The Borough seeks to adjust its rehabilitation (indigenous need) component. The Borough seeks this reduction through a 1995 structural conditions survey (confirmed by the Borough Housing Officer in 2002 and in 2004), which reveals there are only 14 existing structurally deficient units in Hawthorne. This reduced number of deficient units is a function of the Borough's aggressive property maintenance program that occurred in the 1990's and the early 2000's. See Appendix II for details of structural conditions survey and 2004 certification of the Borough Housing Officer. It is noted that two two-family dwellings of this 19 unit total have been recently rehabilitated, and one other unit has been demolished, thus reducing the borough's remaining rehabilitation obligation to fourteen units. The Certificate Identification sheets for these units are presented at the end of Appendix II.
- 3) Credits for Housing Built After 1986: The Borough also seeks credits for housing built after 1986, which is the bench year for the purposes of the COAH pre-credited need numbers. Eight new construction credits are sought for the Van Dyk assisted living residence that was completed in 2001, plus two rental bonus credits for these age-restricted units. This project is on a 4.57 acre parcel on Goffle Road that was rezoned in 1997. It contains a total of 116 assisted living units, including 95 studios and 21 one bedroom units.
- 4) Rental Housing Obligation: The COAH regulations, in 5:93-5.15(a) provide that every municipality has a rental obligation equivalent to .25 (calculated need –the impact of the 1,000 unit limitation pursuant tot N.J.A.C. 5:93-14 – rehabilitation component). In this instance the rental requirement is 15 units. As detailed below, this obligation is satisfied through the Van Dyk and CDC sites.
- 6) Cap on Age-Restricted Units: The Borough may have a maximum of 8 age-restricted units as part of their plan based on the COAH regulation (5:93-5.14(a)3).

### b) The Compliance Plan to Satisfy the Adjusted Fair Share Housing Obligation

The following components comprise the Compliance Plan to satisfy the Borough's adjusted fair share housing obligation.

- 1) Rehabilitation Component: The local housing rehabilitation program calls for the rehabilitation of 14 substandard units occupied by low and moderate income households. The Borough has adopted a Development Fee Ordinance to satisfy this obligation. The ordinance is set forth in the appendix. Community Grants and Planning has been designated as the entity to administer the rehabilitation program, and a resolution (set forth in the appendix) has been adopted to address any shortfall. The program will comply with Section 5:95-5.2 of COAH regulations. The applicable provisions are set forth in the appendix.
- 2) Inclusionary Development Component, N. 10 St. Site: The compliance plan calls for Hawthorne to designate property on North Tenth Street between Westervelt Avenue and Mohawk Avenue,

as well as an undeveloped portion of North 10<sup>th</sup> Street, for the purpose of redeveloping it as a lower income housing site. The properties in question are identified as follows:

- (a) Block 7 Lots 4 & 5. These two municipally owned lots are located on the south side of North 10<sup>th</sup> Street. These abutting lots occupy an area of .23 acres and are rectangular in shape. The vacant parcels dimensions include 115 feet of street frontage and a depth of 96 feet. A portion of this parcel fronts an undeveloped portion of North 10<sup>th</sup> Street. The property owner is the Borough of Hawthorne.
- (b) Block 6 Lot 10. This vacant borough owned property is situated on the north side of North 10<sup>th</sup> Street, opposite the above noted Block 7 Lot 4 & 5. This rectangular .287-acre parcel's dimensions include 125 feet of frontage on a portion of North 10<sup>th</sup> Street that is a paper street, and it also has a depth of 100 feet.
- (c) North 10<sup>th</sup> Street. This 50 foot wide right of way is a paper street in the area abutting the above noted property, being undeveloped for a linear distance of 250 feet northward from Mohawk Avenue. A 50 x 125 foot section of this roadway right of way is to be vacated for this project. This encompasses a total area of another .13 acres.

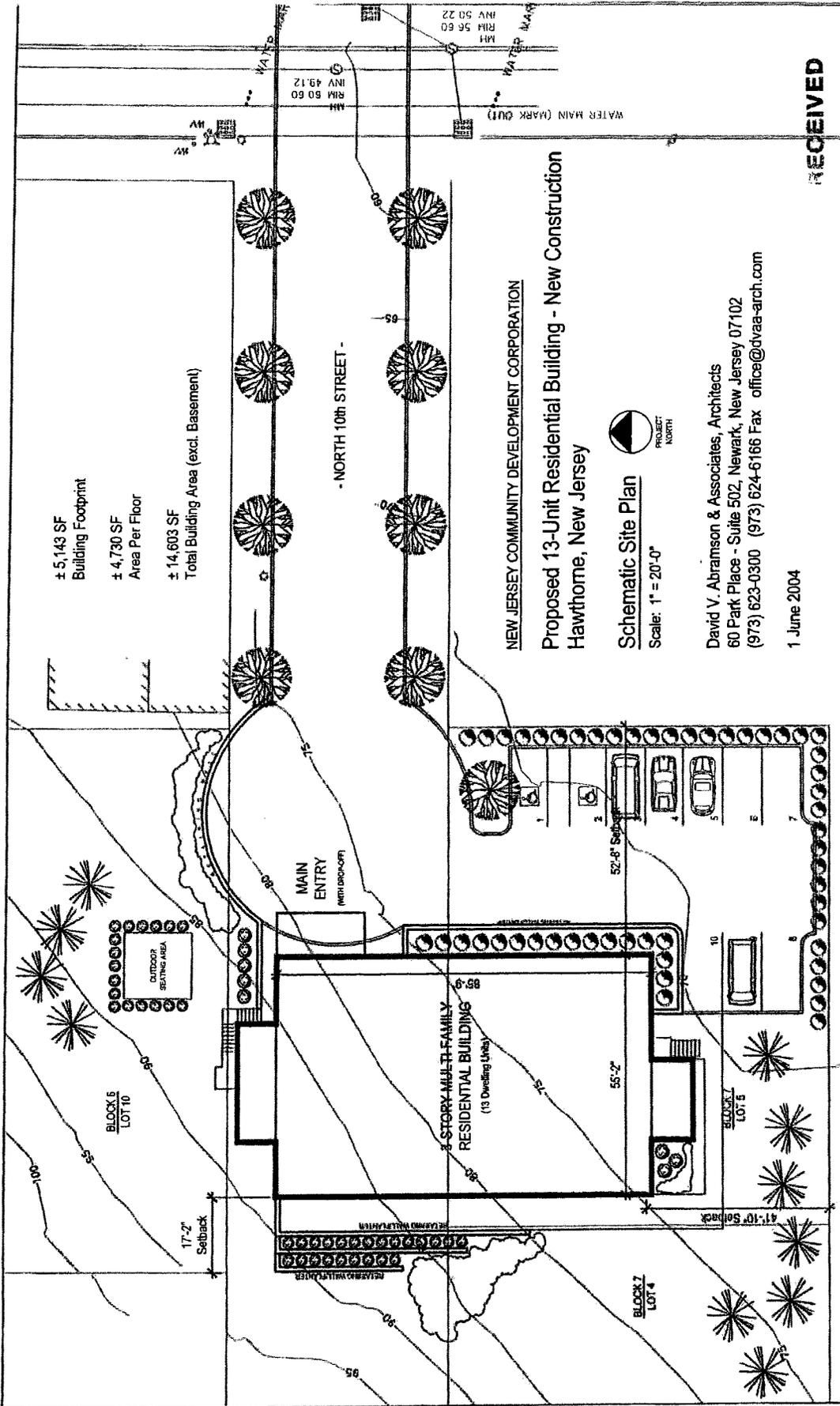
The above acreage accounts for a total of 0.65 acres.

An analysis of the neighborhood reveals that two-family and a few three-family dwellings represent the principal land use pattern in the immediate and general vicinity of this tract. These dwellings are generally on small lots, ranging in size from as little as 2,400 square feet to 7,500 square feet. An analysis was conducted of the established densities in a two+ square block area around the subject site, including the two blocks that include the properties in question as well as all of the property fronting Mohawk and Westervelt Avenues between North Eighth and North Eleventh Streets that face the blocks in question. The analysis revealed that the area's established development pattern included 79 dwellings on 4.3 acres (exclusive of the vacant and non-residential lots noted above). This represents a density of 18.3 dwelling units per acre. (See the accompanying Existing Land Use map).

Hawthorne intends to designate this property for the purpose of facilitating its development as an alternate living arrangement to enable the construction of a twelve bedroom building on this site, as well as twelve rental bonus credits for the alternate living arrangement development (there also is one superintendent unit which will not be income restricted).

The municipality has entered into a contract for sale with Community Development Corporation (CDC) as the developer for the property.

The proposal calls for 12 one-bedroom lower income units. Accompanying is a concept plan and floor plan for development of the site. The appendix contains correspondence describing the Alternative Living component of this project.



± 5,143 SF  
Building Footprint  
± 4,730 SF  
Area Per Floor  
± 14,603 SF  
Total Building Area (excl. Basement)

- NORTH 10th STREET -

NEW JERSEY COMMUNITY DEVELOPMENT CORPORATION

**Proposed 13-Unit Residential Building - New Construction**  
Hawthorne, New Jersey

**Schematic Site Plan**  
Scale: 1" = 20'-0"



David V. Abramson & Associates, Architects  
60 Park Place - Suite 502, Newark, New Jersey 07102  
(973) 623-0300 (973) 624-6166 Fax office@dvaa-arch.com

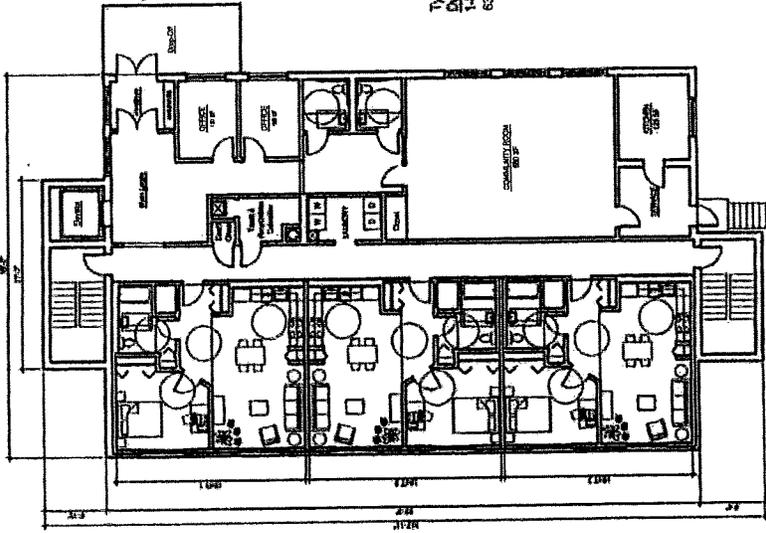
1 June 2004

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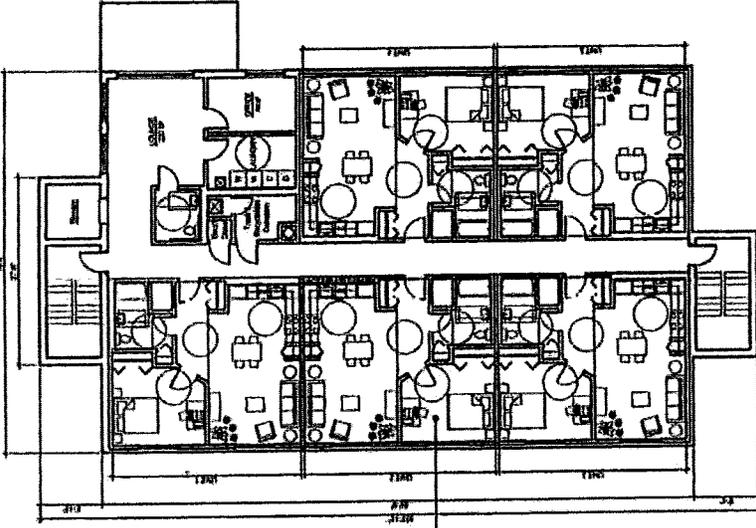
BURGIS ASSOCIATES INC.

Proposed 13-Unit Residential Building - New Construction  
Hawthorne, New Jersey



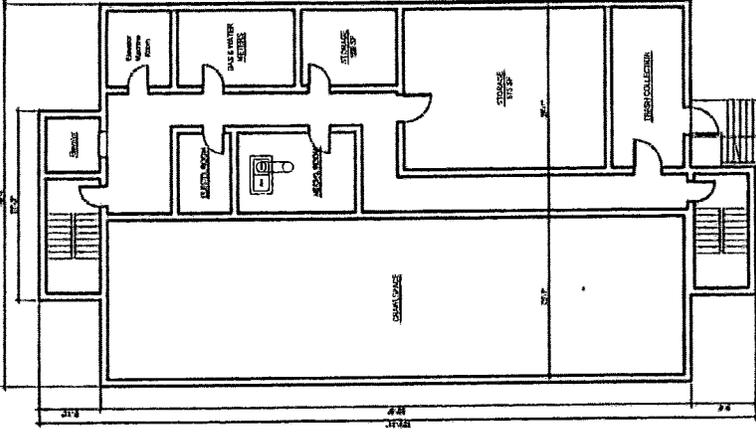
First Floor Plan

Scale: 1/16" = 1'-0"



Typical Upper Floor Plan

Scale: 1/16" = 1'-0"



Basement Plan

Scale: 1/16" = 1'-0"



The site meets the four COAH criteria for site suitability. The following is noted:

Approvable. “A site that may be developed for low and moderate income housing in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low and moderate income housing.”

To the best of our knowledge, the site in question complies with all applicable site guidelines and can meet RSIS guidelines and NJ DEP standards including sanitary sewer and storm water regulations.

Available. “A site with clear title, free of encumbrances which preclude development for low and moderate income housing.”

To the best of our knowledge, the site in question meets these requirements. A title search indicates the site does not contain any municipal improvements and by virtue of the title search is free and clear of any encumbrances.

Developable. “A site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable areawide water quality management plan (including the wastewater management plan) or is included in an amendment to the areawide water quality management plan submitted to and under review by DEP.”

The site in question has access to Municipal Water and Sanitary Sewer infrastructure improvements adequate for the site and consistent with the water quality management plan.

Suitable. “A site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.”

As stated above, the site in question is in an area comprised of residential development. The lone industrial building in the immediate vicinity is the subject of a proposed redevelopment study and the Borough of Hawthorne has expressed a commitment to its redevelopment as a residential development. There is adequate street access and no known environmental constraints. Where there are areas containing steep slopes on the property, such are not of a nature to inhibit the proposed development since they do not exceed fifteen percent. The accompanying zoning ordinance amendment makes Hawthorne’s Steep Slope Ordinance inapplicable to the site. The proposed use and intensity, therefore, represents a compatible land use arrangement.

The ordinance regulations designed to effectuate this component are as follows:

- |                                      |  |
|--------------------------------------|--|
| a) Permitted Uses:                   | Alternate Living Arrangement Units.    |
| b) Minimum Lot Area:                 | 0.5 acres.                             |
| c) Minimum Lot Width:                | 100 feet.                              |
| d) Minimum Yards:                    | 10 feet.                               |
| e) Maximum Density:                  | 22 du/ac.                              |
| i) Maximum Bldg Height:              | 3 stories/40 feet.                     |
| h) Maximum Bldg/Impervious Coverage: | 50/75 percent.                         |
| i) Minimum Affordable Units:         | 12 units.                              |
| j) Minimum Parking:                  | 10 9x18 ft stalls w/24 ft wide aisles. |

- 2) Lafayette Realty Site: The compliance plan calls for the Lafayette Realty site to be developed as a 108 unit development, all of which are to be owner-occupied units. The developer is to provide a \$625,000 contribution for utilization by Hawthorne in furtherance of affordable housing objectives including the potential creation of a 23 unit RCA.

The site is identified as Block 287 Lots 2.01, 3, 29 and 38. It occupies an area of 10.36 acres and is irregular in shape. Its dimensions include 50 feet of frontage on Lafayette Avenue, 60 feet of frontage on Ravine Drive and 42 feet of frontage on Braen Avenue. Its depth varies from 760 feet to 1,020 feet.

This site contains two significant physical features that influence its development potential, as follows: (1) The site is characterized by extensive woodland vegetation and a variegated terrain, with a portion of the site characterized by steep slope conditions. (2) Another notable physical feature associated with this site is the existence of wetlands in the southeast portion of the site. Wetlands and associated buffers encompass 1.94 acres.

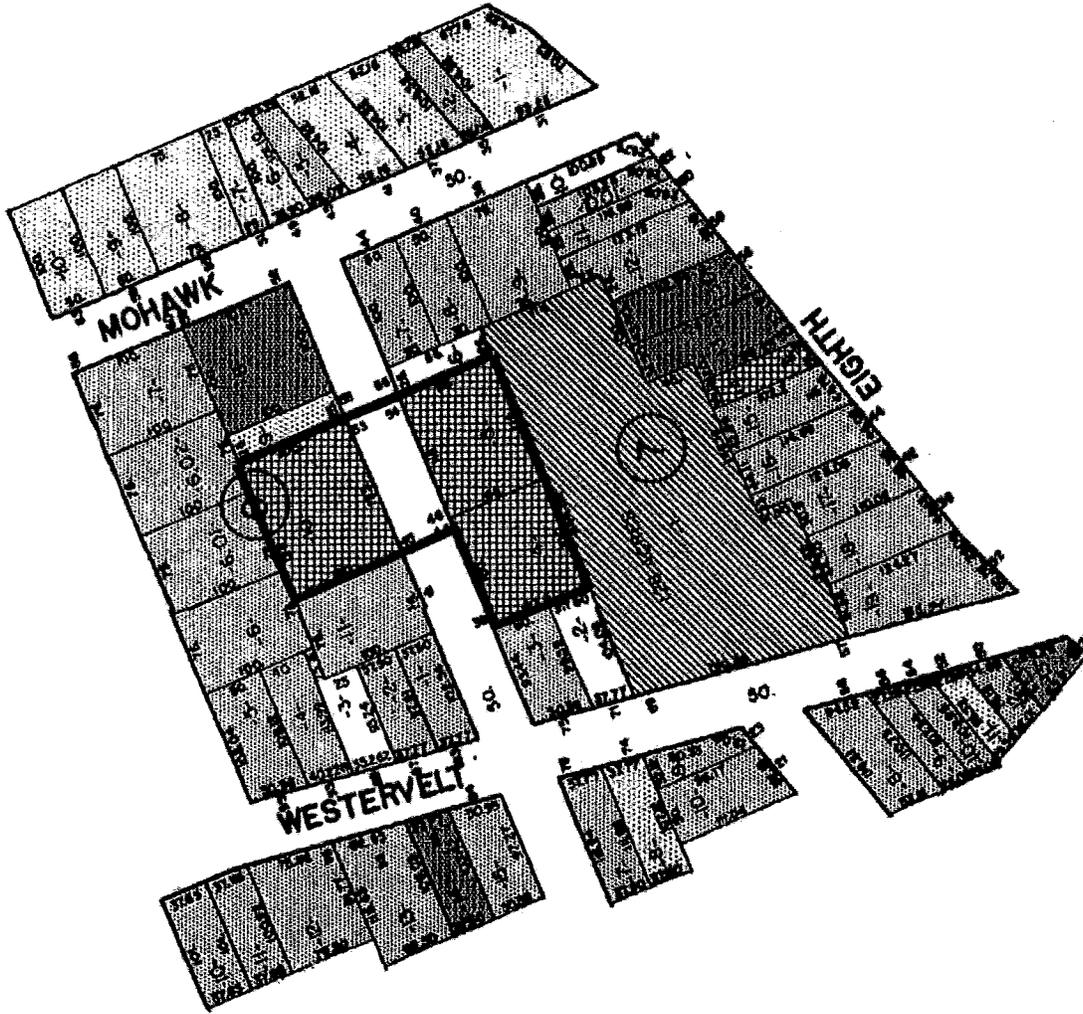
The site is located in an area characterized by detached single-family residential development. These dwellings are typically on lots of less than 15,000 square feet. Additionally, an industrial area is located to the site's southeast.

The ordinance regulations designed to effectuate this component, adopted 2/04 (Ord 1814-04) are set forth in the appendix of this report. The Court approved the Settlement Agreement with the plaintiff on April 18, 2004, and the Borough planning board approved the site plan in May, 2004.

- 3) Rental Obligation Component: The Borough's rental obligation is proposed to be satisfied by the designation of eight affordable rental units at the Van Dyk assisted living residential facility that was constructed in 2001 and the 12 rental Alternate Living units at the redevelopment site on Westervelt Avenue, for which 12 rental bonus credits are to be made available.
- 4) Summary. A summary of the Plan's housing components is set forth below.

**Table 21  
Summary Of Housing Components**

Plan Components	Credits								
1. Structural Condition Survey Adjustment	<table border="0"> <tr> <td>Indigenous Housing Need</td> <td align="right">140</td> </tr> <tr> <td>Less Spontaneous Rehabilitation</td> <td align="right">-6</td> </tr> <tr> <td>Municipal Survey</td> <td align="right"><u>-14</u></td> </tr> <tr> <td></td> <td align="right">120</td> </tr> </table>	Indigenous Housing Need	140	Less Spontaneous Rehabilitation	-6	Municipal Survey	<u>-14</u>		120
Indigenous Housing Need	140								
Less Spontaneous Rehabilitation	-6								
Municipal Survey	<u>-14</u>								
	120								
2. Inclusionary Site: Van Dyk property +rental bonus	8+2= 10								
3. Development Site: Lafayette RCA	23								
4. Inclusionary Development: Westerveit Dev + Rental Bonus	12 +12								
4. Rehabilitation	14								
<b>TOTAL, 1<sup>st</sup> &amp; 2<sup>nd</sup> Round</b>	191								



Dwg. Legend

	SINGLE FAMILY RESIDENTIAL
	TWO FAMILY RESIDENTIAL
	THREE FAMILY RESIDENTIAL
	PUBLIC
	INDUSTRIAL
	VACANT
	SUBJECT PROPERTY

Drawing Name <b>EXISTING LAND USE</b>	Project No. <b>1150.01</b>	Drawing Date <b>07/05/02</b>	Drawn <b>RN</b>
	Drawing Name <b>HAWTHORNE HOUSING PLAN</b> HAWTHORNE, NEW JERSEY	Drawing Scale <b>1" = 160'</b>	Rev. 11/04/03 Sheet No. <b>1</b> of <b>1</b>
<b>BURGIS ASSOCIATES, INC.</b> PLANNING ARCHITECTS / LANDSCAPE ARCHITECTS 25 WESTWOOD AVENUE WESTWOOD, N.J. 07075 201-688-1811 FAX: 201-688-2598			

c. Implementing Ordinances, Resolutions, and Documents

The following identifies the various ordinances, resolutions and related documents that are designed to implement the compliance plan. Each of the ordinances, resolutions, and related documents are set forth in the appendix of this report.

- 1) Resolution of the Mayor and Council on the Local Housing Rehabilitation Program, designating an 'experienced entity' to administer the program.
- 2) Resolution of the Mayor and Council committing the Borough to fund the minimum \$14,000 cost of the Program (at a minimum cost of \$10,000 per unit), committing the Borough to fund \$46,667 of the Program within one year of Court approval of the Plan (ie one-third of the Program cost).
- 3) Zoning Ordinance #1689 to provide for the R-7 Assisted Living Zone, adopted January, 1998 and Ord #1771 adopted November, 2001 to include affordable housing regulations for assisted living residences.
- 4) Affordable Housing Regulations Ordinance.
- 5) Development Fee Ordinance.
- 6) Escrow Agreement for Development Fees.
- 7) Resolution of the Planning Board Adopting Housing Element and Fair Share Plan.
- 8) Resolution of Mayor and Council Endorsing Housing Element and fair Share Plan.
- 9) Resolution of the Mayor and Council of Intent to Bond for Any Shortfall.
- 10) Spending Plan.
- 11) Ordinance #1702 Regarding Zone Classification Establishing R-7 Zone.
- 12) Rehabilitation Program.
- 13) Memorandum of Understanding Between Borough & NJHMFA.
- 14) Deed Restriction Requiring Affordable Units in Assisted Living Residences.
- 15) Certification Identification Sheets Regarding Rehabilitation/Demolition.
- 16) Ordinance to Implement Lafayette Realty Inclusionary Zoning.

8. INFRASTRUCTURE AND DOCUMENTATION

a) Existing Water and Sewer Facilities

The municipality is served primarily by the Borough of Hawthorne municipal wells. 6,982 housing units are served by this system, while 73 housing units are served by individual drilled wells or some

other source. The Borough is also served by sanitary sewer facilities of the Passaic Valley Sewage Commission. 6,972 units, or 99% of all housing units have public sewer. A total of 83 housing units have septic tank sewage facilities.

b) Adopted Master Plan

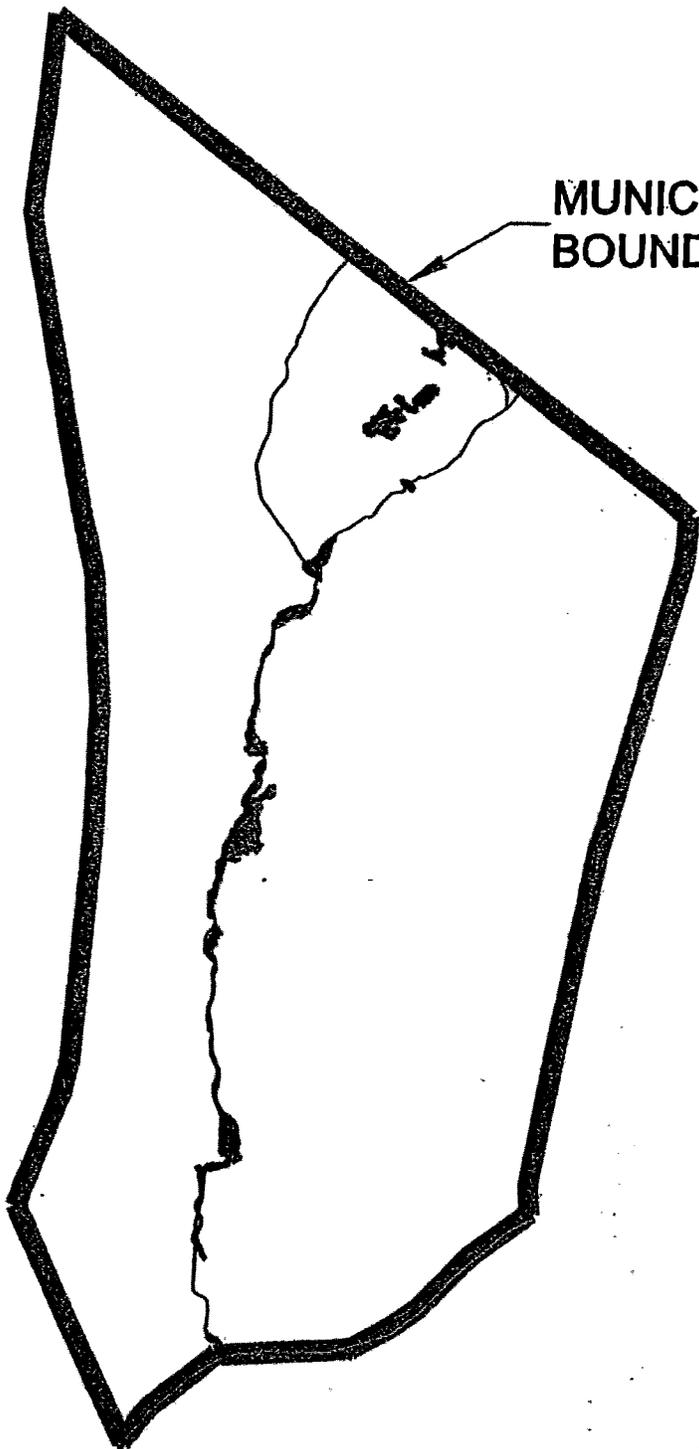
The Borough last adopted a master plan update in the year 2000.

c) National Wetland Inventory Maps

A copy of the appropriate National Wetlands Inventory map provided by U.S. Fish and Wildlife Service for the Borough of Hawthorne is to be included herein.

d) U.S.G.S. Topographic Maps

A copy of the appropriate U.S.G.S. Topographic Quadrangle Map for the Borough of Hawthorne is to be included herein.



MUNICIPAL  
BOUNDARY

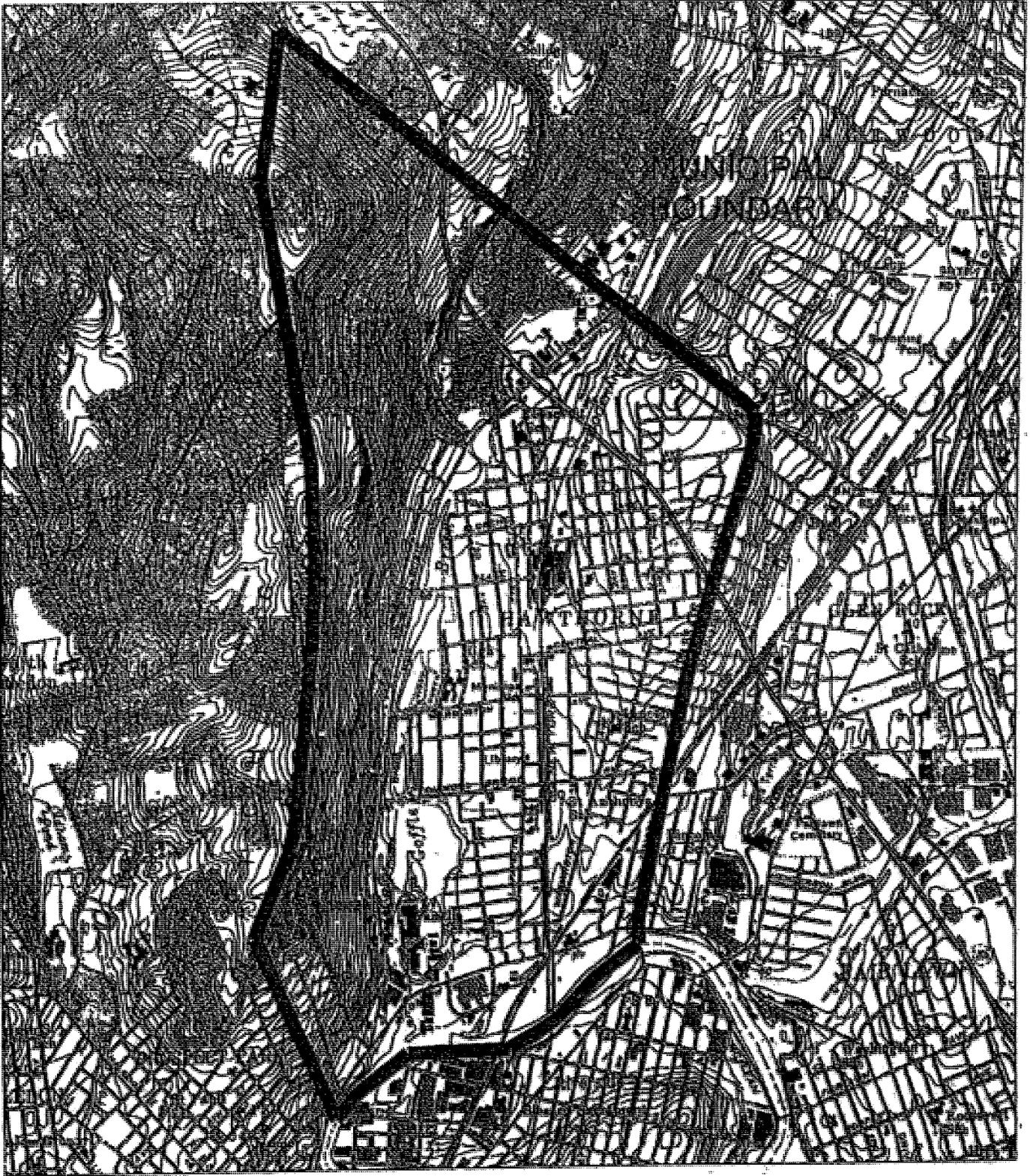
**NOTES:**

● WETLANDS, STREAMS AND LAKES INFORMATION WAS OBTAINED FROM N.J. DEP'S WEBSITE

**LEGEND**

— STREAMS    ■ LAKES    ■ WETLANDS

Drawing Name <b>WETLANDS AS DELINEATED BY NJDEP: BOROUGH OF HAWTHORNE</b>	Project No. <b>02.1150.01</b>	Drawing Date <b>3.25.02</b>	Addendum No. <b>X of X</b>
	Drawing Scale <b>N.T.S.</b>	Sheet No. <b>X of X</b>	Drawing No. <b>X</b>
 <b>BURGIS ASSOCIATES, INC.</b> PROFESSIONAL PLANNERS / LANDSCAPE ARCHITECTS 12 WESTWOOD AVENUE WESTWOOD, N.J. 07078 201-966-1811 FAX: 201-966-2500	Project Name <b>HOUSING PLAN</b>	2002 COPYRIGHT BA - NOT TO BE REPRODUCED	



**NOTES**

• TOPOGRAPHIC INFORMATION WAS OBTAINED FROM DEP'S TERRITORY GEOLOGICAL SURVEY D86994

Drawing Name <b>USGS TOPOGRAPHIC MAP: BOROUGH OF HAWTHORNE</b>	Project No. <b>02.1150.01</b>	Drawing Date <b>3.25.02</b>	Addendum No. <b>X of X</b>
 <b>BURGIS ASSOCIATES, INC.</b> PROFESSIONAL PLANNERS / LANDSCAPE ARCHITECTS 85 WESTWOOD AVENUE WESTWOOD, N.J. 07876 201-666-1811 FAX 201-988-2509	Project Name <b>HOUSING PLAN</b>	Drawing Scale <b>N.T.S.</b>	Sheet No. <b>X of X</b>
Drawing No. <b>X</b> 2002 COPYRIGHT BA - NOT TO BE REPRODUCED			

**APPENDIX - I**

**RESOLUTIONS, ORDINANCES, AND AGREEMENTS**

**1) Resolution of the Mayor and Council on the Local Housing Rehabilitation Program, designating an 'experienced entity' to administer the program**

R-6

*Borough of Hawthorne*

*Passaic County, New Jersey*

Resolution introduced by Council Person *Van Ry*

April 14 2003  
Date

WHEREAS, as part of its Housing Element and Fair Share Plan, the Borough of Hawthorne concluded that it had an obligation to provide funding for the rehabilitation of 19 units of residential housing; and

WHEREAS, in order to fund such rehabilitation program, the Borough adopted a Developer's Fee Ordinance, committing funds raised thereunder to a housing trust for the purposes set forth above; and

WHEREAS, the Borough also has adopted a resolution declaring an intent to bond any shortfall resulting from the failure to raise sufficient funds by virtue of the Developer's Fee Ordinance; and

WHEREAS, COAH regulation requires that the commitment of the Borough to fund such program includes a commitment to fund one-third of the total sum to be raised or \$64,000 within one year of Court approval of the plan; and

WHEREAS, COAH regulation also requires the designation of an experienced entity to administer the rehabilitation program in accordance with the terms of the Housing Element and Fair Share Plan and COAH rule as it now exists or may hereafter be amended; and

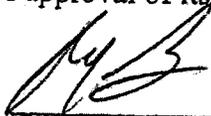
WHEREAS, the Administration and Borough Attorney have solicited quotations from several entities having experience in providing such services; and

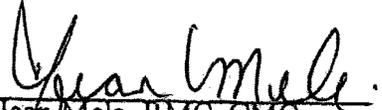
WHEREAS, the Administration and Attorney has indicated that the award of contract and designation of Community Grants and Planning would not be subject to the requirements of the Local Public Contracts Law as unspecifiable, extra-ordinary services and professional services;

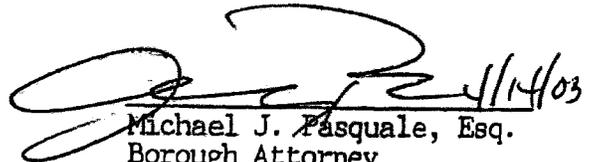
NOW THEREFORE IT IS HEREBY RESOLVED, by the Municipal Council of the Borough of Hawthorne that it does hereby designate Community Grants and Planning of East Windsor, New Jersey, as administrator of its rehabilitation program as more fully set forth in the aforesaid Housing Element and Fair Share Plan, Developer's Fee Ordinance and COAH rule and regulation; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk be authorized to execute a contract memorializing the same, consistent with the proposal annexed hereto; and

BE IT FURTHER RESOLVED, that the Hawthorne Municipal Council does commit itself to provide funding for any shortfall experienced in connection with Developer's Fee Ordinance and funds raised thereunder by committing to fund up to \$64,000 of the program cost within one year of approval of its plan by the Superior Court of the State of New Jersey.

  
 Richard Goldberg  
 Council President

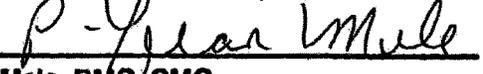
  
 Jean Mele, RMC, CMC  
 Borough Clerk

  
 Michael J. Pasquale, Esq.  
 Borough Attorney

Name	Motion	Second	Yes	No	Abstain	Absent
Bennett			X			
Cuccinello						
Goldberg			X			X
Metzler						
Shortway		X	X	X		
Sinning				X		
Van Ry	X		X			

**CERTIFICATION**

I, P. Jean Mele, Borough Clerk of the Borough of Hawthorne, County of Passaic, State of New Jersey do hereby certify this copy of Resolutions R-6 to be a true copy as adopted by the Municipal Council on 4/14/03

  
 P. Jean Mele, RMC, CMC  
 Borough Clerk

**2) Resolution of the Mayor and Council committing the Borough to fund the minimum \$140,000 cost of the Program (at a minimum cost of \$10,000 per unit), committing the Borough to fund \$47,000 of the Program within one year of Court approval of the Plan (ie one-third of the Program cost.**

A-6

Hand 18 33

# Borough of Hawthorne

Passaic County, New Jersey

Resolution introduced by Council Person

Van Ruy

Date May 5, 2004

WHEREAS, as part of its Housing Element and Fair Share Plan, the Borough of Hawthorne concluded that it had an obligation to provide funding for the rehabilitation of 19 units of residential housing; and

WHEREAS, in order to fund such rehabilitation program, the Borough adopted a Developer's Fee Ordinance, committing funds raised thereunder to a housing trust for the purposes set forth above; and

WHEREAS, the Borough also adopted a resolution declaring an intent to bond any shortfall resulting from the failure to raise sufficient funds by virtue of the Developer's Fee Ordinance; and

WHEREAS, COAH regulation requires that the commitment of the Borough to fund such program includes a commitment to fund one-third of the total sum to be raised or \$64,000 within one year of Court approval of the plan; and

WHEREAS, the Municipal Council of the Borough of Hawthorne previously adopted a resolution committing to funding said sum; and

WHEREAS, as a result of further review and investigation by the Housing Officer of the Borough of Hawthorne, it has been determined that through spontaneous renovation and the razing of one structure previously identified as deficient, the number of housing units required to be renovated as part of Hawthorne's rehabilitation obligation as determined by COAH has been reduced to 14 units of housing; and

WHEREAS, the total sum to be raised so as to accomplish the rehabilitation of existing housing stock, determined by COAH to be at the rate of \$10,000.00 per unit of housing, is \$140,000.00, thus requiring Hawthorne to commit to funding the sum of \$46,667.00 within one year of Court approval of its Housing Element and Fair Share Plan;

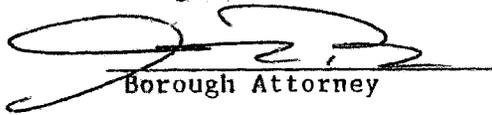
NOW THEREFORE BE IT RESOLVED, that the Hawthorne Municipal Council does commit itself to provide funding for any shortfall experienced in connection with Developer's Fee Ordinance and funds raised thereunder by committing to fund up to \$46,667.00 of the program cost within one year of approval of its plan by the Superior Court of the State of New Jersey.



Richard Goldberg  
Council President



Jean Miele, RMC, CMC  
Borough Clerk



Borough Attorney

**3) Zoning Ordinance #1689, Section 225-133 thru 136 regarding the R-7 Assisted Living Zone, and Ord # 1771 as amended in November, 2001 to include affordable housing regulations for assisted living residences.**

BOROUGH OF HAWTHORNE  
ORDINANCE NO. 1689

AN ORDINANCE TO AMEND CHAPTER 225 OF THE CODE OF THE BOROUGH OF HAWTHORNE, ZONING, SPECIFICALLY TO PROVIDE FOR A NEW R-7 "ASSISTED LIVING" ZONE, IN COMPLIANCE WITH THE BOROUGH'S FAIR SHARE PLAN.

BE IT ORDAINED by the Municipal Council of the Borough of Hawthorne, in the County of Passaic and State of New Jersey, that Chapter 225 of the Hawthorne Borough Code, Zoning, be and it is hereby amended in order to provide for a new R-7 "Assisted Living" Zone, in accord with the Borough's Fair Share Plan.

Section 1. Chapter 225, Zoning, Article I, Section 225-3, Definitions and Word Usages, is hereby amended by adding the following additions at their proper alphabetical location:

CONTINUING CARE FACILITY: An age-restricted development that provides a continuum of accommodations and care, from independent living to long-term bed care, and enters into contracts to provide lifelong care in exchange for the payment of monthly fees and entrance fee in excess of one year of monthly fees.

INDEPENDENT AND ASSISTED LIVING FACILITIES: A building that provides a residential living environment assisted by congregate meals, housekeeping, and personal services, for persons 62 years of age or older, who have temporary or periodic difficulties with one or more essential activities of daily living, such as feeding, bathing, dressing or mobility.

Section 2. Chapter 225, Zoning, Article I, Section 225-4, Establishment of Zones, is hereby amended to add the following zone district:

R-7 ASSISTED LIVING

Section 3. Chapter 225, Zoning, is hereby amended to add new Article XIX as follows:

ARTICLE XIX

R-7 ASSISTED LIVING

Section 225-133. Permitted uses in the R-7 Zone.

- A. Continuing care and assisted living units are permitted as principal permitted uses in the R-7 Zone.

- B. Accessory uses customarily incidental to the above permitted uses.
- C. Signs, as permitted and regulated by this chapter.

Section 225-134. Area and setback requirements of the R-7 Zone.

A. Minimum Lot Area:	4.5 acres
B. Minimum Lot Width:	250 feet
C. Minimum Front Yard:	100 feet
D. Minimum Side Yard:	50 feet
E. Minimum Rear Yard:	50 feet
F. Minimum Landscape Element:	55% of Site
G. Minimum Treed Buffer Width to R Zone:	20 feet
H. Minimum Setback to Internal Roadway:	20 feet
I. Maximum Building Coverage:	20 percent
J. Maximum Impervious Coverage:	45 percent
K. Maximum Building Height:	3 stories/45 feet
L. Maximum Density:	22.5 units per acre

Section 225-135. Supplemental requirements for the R-7 Zone.

- A. Landscaping: All landscape plans shall provide for a minimum of 12 deciduous trees/acre and 24 evergreen trees/acre.
- B. A minimum of .55 parking space per unit shall be provided.
- C. All projects shall provide and connect public water and sanitary collection systems to the nearest existing Borough facility of adequate capacity.
- D. Where adequate, surface drainage is not possible by grading alone, a supplementary system approved by the Borough Engineer will be required.
- E. Seeding, sodding, and other planting shall be applied to stabilize topsoil and enhance the appearance of open areas. Vegetation shall be reestablished on all disturbed areas.
- F. Sections 225-127 through 225-131 shall apply to all site plans for development in the R-7 Zone.

Section 225-136. Lower income housing obligation of the R-7 Zone.

A total of eight units within any continuing care or assisted living development shall be set aside for persons of

Plan, provided that in no event shall more than twenty percent of the total number of units on-site be required to be set aside for purpose.

**Section 3.** The zoning map of the Borough of Hawthorne established by Section 225-5 of the Code of the Borough of Hawthorne shall be and hereby is amended and revised to add thereto the R-7 "Assisted Living" Zone and to designate and fix the boundaries of said zone to include only Lot(s) in Block , as shown on the Tax Assessment Map of the Borough of Hawthorne. The above provisions pertaining to the R-7 Zone shall be added to and become a part of Schedule I of Chapter 225, established by Section 225-6-A.

**Section 4.** This ordinance shall take effect immediately upon passage and publication as required by law.

*Joseph W. Metzler*  
Joseph Metzler  
Council President

ATTEST:

*Jean Mele*  
Jean Mele, Borough Clerk

NOTICE OF PENDING ORDINANCE

This Ordinance published herewith was introduced and passed upon first reading at a meeting of the Municipal Council of the Borough of Hawthorne, in the County of Passaic, New Jersey, held on November 17, 1997. It will be further considered for final passage after public hearing thereon at a meeting of said Municipal Council to be held in the Municipal Building, 445 Lafayette Avenue, in said Borough on December 3, 1997, at 7:00 p.m., at which time and place all interested members of the public, who desire, will be given an opportunity to be heard in connection with said Ordinance.

Jean Mele, RMC, CMC  
Borough Clerk

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF AN ORDINANCE ADOPTED BY THE MUNICIPAL COUNCIL OF THE BOROUGH OF HAWTHORNE AT A REGULAR MEETING ON February 4, 1998.

ATTEST:

*Jean Mele*  
Jean Mele, RMC, CMC  
Borough Clerk

*Joseph W. Metzler*  
Joseph W. Metzler  
Council President

*Fred Criscitelli*  
Fred Criscitelli  
Mayor

CERTIFICATE APPROVED  
I, P. Jean Mele, Borough Clerk of the Borough of Hawthorne, County of Passaic, State of New Jersey do hereby certify this copy of Ordinance No. 1689 to be a true copy as adopted by the Municipal Council on February 4, 1998  
*P. Jean Mele*  
P. Jean Mele, RMC, CMC

ORDINANCE NO. 1771

AN ORDINANCE TO AMEND, REVISE AND SUPPLEMENT CHAPTER 225 OF THE BOROUGH OF HAWTHORNE MUNICIPAL CODE ENTITLED "ZONING" ESTABLISHING AFFORDABLE HOUSING REGULATIONS FOR ASSISTED LIVING FACILITIES IN THE JURISDICTIONAL LIMITS OF THE BOROUGH.

Be it ordained by the Borough of Hawthorne, New Jersey, as follows:

Section 1. That Chapter 225 of the Borough of Hawthorne Municipal Code be and it is hereby amended by adding a new Section establishing affordable housing regulations for Assisted Living Residences in the Borough of Hawthorne as follows:

Sec. 225-137. Affordable Housing Regulations for Assisted Living Residences

A. DEFINITIONS. As used in this ordinance, the following terms shall have the meanings indicated:

1. "Affordable" means, for a rental unit in an assisted living residence, that the initial rent for a unit is calculated so as not to exceed 30% of the eligible household income of the appropriate household size, including an allowance for utilities.

2. "Affordable units" mean designated units or numbers of units in an assisted living residence that are restricted to and rented for a monthly fee that is affordable to low and moderate income households, in accordance with the standards of this section.

3. "Assisted living residence" means a housing development which is 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. Apartment units offer, at a minimum, one unfurnished room, a private bathroom, a kitchenette, and a lockable door on the unit entrance.

4. "Low income household" means a household with a total gross annual household income equal to 50% or less of the median income.

5. "Lower income persons" and "low and moderate income households" are synonymous and mean households with an income less than 80% of the median income.

6. "Median income" means the median income by household size for Passaic County as adopted annually by the New Jersey Council on Affordable Housing ("COAH").

7. "Moderate income household" means a household with a total gross annual household income in excess of 50% but less than 80% of the median income.

B. Low income units required: At least 50% of the designated affordable units in each bedroom type in the assisted living residence shall be affordable to low income households.

C. Unit of credit for affordable units: The unit of credit for affordable units in an assisted living residence shall be the apartment, except for an apartment with two distinct bedrooms that house two unrelated low or moderate income adults.

D. Unit type distribution: The distribution of affordable units in the assisted living residence by unit type (efficiency or studio units, one bedroom units, and shared two bedroom units) shall, as best as practicable in the judgment of the entity administering the affordability controls, at a minimum equal the distribution of market-rate units of the same unit type in the assisted living residence, excluding those units reserved for persons with Alzheimer's.

E. Household size for calculating rent: Efficiency or studio units shall be affordable to one person households and a one bedroom unit shall be affordable to 1.5 person household, or such other standard as COAH may prescribe by rule; the current standards are codified at N.J.A.C. 5:80-26.4.

F. Income verification and certification: The income of low and moderate income households shall be verified and certified in accordance with the standards and procedures established by COAH; the current standards and procedures are codified at N.J.A.C. 5:80-26.15.

G. Monthly fee: The "monthly fee" for a unit in an assisted living residence includes charges for rent, meals, and basic services and shall be calculated in accordance with the

underwriting guidelines of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA").

H. Maximum rent: The rent portion of the monthly fee for designated affordable units in an assisted living residence shall be established such that the rent of the designated low income units is affordable at 50% of median income and the rent of the designated moderate income units is affordable at 80% of median income.

I. Maximum monthly fee: Monthly fees for designated affordable units may not exceed 80% of the applicable low or moderate gross household income.

J. Eligible residents: An assisted living residence may have two categories of low and moderate-income residents: private pay residents and Medicaid Waiver residents.

K. Increases of monthly fee: If annual increases of the monthly fee are permitted by NJHMFA, the increases shall be based on the entire fee package for rent, food and services.

L. Affirmative marketing: The developer-operator of an assisted living residence shall prepare, submit to the Borough for approval, and, once approved, implement, and, when necessary, update and implement, a regional affirmative marketing plan, in accordance with COAH rules, currently codified at N.J.A.C. 5:93-11.

M. Affordability controls: Long-term affordability controls, in the form of a deed restriction in a form as prescribed by COAH and/or NJHMFA (currently codified at N.J.A.C. 5:80-26.1 et seq., Appendix B), and in a form approved by the Borough Attorney, shall insure that the designated affordable units in an assisted living residence remain affordable to low and moderate income households for a minimum of 30 years. The deed restriction may allow the designation of a specific number of units in the assisted living residence that shall remain affordable for the term of the affordability controls, rather than specifically designating units as affordable units.

N. Administration of affordability controls: The developer-operator of an assisted living residence shall contract with NJHMFA, or some other experienced entity subject to the prior approval of the Borough, to administer the affordability controls, by establishing initial monthly fees and allowable increases in monthly fees for the affordable units,

certifying the income eligibility of prospective residents of the assisted living residence, monitoring the income eligibility of residents of the affordable units, and maintaining the distribution of unit types in accordance with this ordinance.

**Section 2.** Repeal of laws in conflict. This ordinance supersedes all ordinances or parts of ordinances adopted prior hereto which are in conflict herewith, to the extent of such conflict.

**Section 3.** Effective Date. This Ordinance shall take effect 20 days after final adoption and publication as provided by law.

Richard S. Goldberg  
Council President

Attest:

Jean Mele, RMC  
Borough Clerk

**NOTICE OF PENDING ORDINANCE**

The Ordinance published herewith was introduced and passed upon first reading at a meeting of the Municipal Council of the Borough of Hawthorne in the County of Passaic, New Jersey, held on the 17th day of October, 2001. It will be further considered for final passage after public hearing thereon at a meeting of said Municipal Council to be held in the Municipal Building, 445 Lafayette Avenue, in said Borough on the 21st day of November, 2001, at 8:00 p.m., at which time and place all interested members of the public who desire will be given an opportunity to be heard in connection with said ordinance.

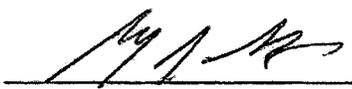
Jean Mele, RMC  
Borough Clerk

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF AN ORDINANCE ADOPTED BY THE MUNICIPAL COUNCIL OF THE BOROUGH OF HAWTHORNE AT A REGULAR MEETING ON 11/21/01.

ATTEST:



Jean Mele, RMC, CMC  
Borough Clerk



Richard S. Goldberg  
Council President

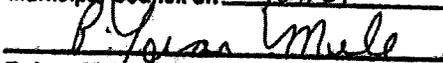


Fred J. Criscitelli  
Mayor

APPROVED

**CERTIFICATION**

I, P. Jean Mele, Borough Clerk of the Borough of Hawthorne, County of Passaic, State of New Jersey do hereby certify this copy of Ordinance No. 177 to be a true copy as adopted by the Municipal Council on 11/21/01



P. Jean Mele, RMC, CMC  
Borough Clerk

**4 Adopted Development Fee Ordinance. See Section 5 herein for proposed amended Development Fee Ordinance.**

ORDINANCE NO. 1800

AN ORDINANCE TO AMEND AND SUPPLEMENT THE CODE OF THE BOROUGH OF HAWTHORNE AT CHAPTER 34, LAND USE PROCEDURES, BY CREATING THEREUNDER ARTICLE VI, MANDATORY DEVELOPMENT FEES TO FUND AFFORDABLE HOUSING ACTIVITIES, AND CHAPTER 95, FEES, IN ORDER TO PROVIDE FUNDING FOR AFFORDABLE HOUSING ACTIVITIES IN THE BOROUGH OF HAWTHORNE

BE IT ORDAINED, by the Municipal Council of the Borough of Hawthorne, in the County of Passaic and State of New Jersey, that:

Section 1. Chapter 34, Land Use Procedures, is hereby amended and supplemented by adding thereto Article VI to read as follows:

ARTICLE VI  
MANDATORY DEVELOPMENT FEES TO FUND AFFORDABLE HOUSING ACTIVITIES

Section 34-40. Purpose. In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:270-301 et seq., and the State Constitution, subject to the imposition of rules by COAH.

The purpose of this ordinance is to establish standards for the collection, maintenance and expenditure of development fees pursuant to COAH's adopted rules. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low and moderate-income housing. This section shall be interpreted within the framework of COAH'S rules on development fees.

Section 34-41. Residential Development Fees. Within a residential zone, developers shall pay a development fee of one-half of one percent of the equalized assessed value of any eligible residential activity or the coverage amount of the Home Owner warranty document of a for-sale unit or the appraised value on the document utilized for construction financing for a rental unit, provided no increased density is permitted and the new construction or improvements are not excluded or otherwise exempted under this ordinance.

Section 34-42. Nonresidential Development Fees. Within a nonresidential zone, developers shall pay a fee of one percent of the equalized assessed value of any eligible nonresidential activity or the appraised value on the document utilized for construction financing.

Section 34-43. Eligible Exaction, Ineligible Exaction and Exemptions.

1. Developers of low and moderate-income units shall be exempt from paying development fees.

2. Developers of new non-residential structures, except as excluded herein, and new

residential structures, shall pay a development fee in the manner prescribed herein.

3. Developers that expand an existing non-residential structure and expand a residential structure where it results in additional dwelling units, shall pay a development fee. The development fee shall be calculated based on the increase in the equalized assessed value of the improved structure.

4. Developers that have received preliminary or final approval prior to the effective date of this ordinance shall be exempt from paying a development fee unless the developer seeks a substantial change in the approval. Examples of a substantial change include a substantial alteration in site layout, development density, or types of uses within the development.

5. Developers of any church, library, school, college, governmental facility, hospital for humans, or nursing home shall be exempt from paying a development fee.

#### Section 34-44. Collection of Fees.

1. Developers shall pay fifty (50) percent of the calculated development fee to the Borough of Hawthorne at the issuance of building permits. The development fee shall be estimated by the tax assessor prior to the issuance of building permits.

2. Developers shall pay the remaining fee to the Borough of Hawthorne at the issuance of certificates of occupancy. At the issuance of certificates of occupancy, the tax assessor shall calculate the equalized assessed value and the appropriate development fee. The developer shall be responsible for paying the difference between the fee calculated at the certificate of occupancy and the amount paid at building permit.

#### Section 34-45. Housing Trust Fund.

1. There is hereby created an interest bearing housing trust fund in such bank as may be selected for the purpose of receiving development fees from residential and

spending plan approved by Superior Court or COAH.

2. If the Superior Court or COAH determines that the Borough of Hawthorne is not in conformance with COAH's rules on development fees, the Superior Court or COAH is authorized to direct the manner in which all development fees collected pursuant to this ordinance shall be expended. Such authorization is pursuant to: this ordinance; COAH's rules on development fees; and the written authorization from the governing body to the financial institution that is the depository for the Borough housing trust fund. The Borough shall execute an escrow agreement with COAH and the financial institution where the housing trust fund is maintained to enable COAH to monitor disbursement of collected development fees and direct the expenditure of development fees, after proper notice, hearing and Court or COAH approval, if the imposition, collection, and/or expenditure of fees does not conform with the Development Fee Ordinance, COAH rules, or the Court or COAH approved spending plan.

#### Section 34-46. Use of Funds.

1. Money deposited in a housing trust fund may be used for any activity approved by COAH for addressing the Borough of Hawthorne's low and moderate income housing obligation. Such activities may include, but are not necessarily limited to: housing rehabilitation, new construction, regional contribution agreements, the purchase of land for low and moderate income housing sites; assistance designed to render units to be more affordable to low and moderate income people; and administrative costs necessary to implement the Borough of Hawthorne's housing element. The expenditure of all money shall conform to a spending plan approved by COAH.

2. At least thirty (30) percent of the revenues collected shall be devoted to render units more affordable. Examples of such activities include, but are not limited to, down payment assistance; low interest loans; and rental assistance.

3. No more than twenty (20) percent of the revenues collected from development fees shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement: a rehabilitation program; a new construction program; a regional contribution agreement; a housing element; and an affirmative marketing program. Administrative funds may be used for:

income qualification of households; monitoring the turnover of sale and rental units; and compliance with COAH monitoring requirements. Development fees shall not be used to defray the costs of existing staff.

Section 34-47. Monitoring. The Borough shall complete and return to COAH all monitoring forms related to the collection of development fees, expenditures or revenues and implementation of the spending plan certified by COAH. Quarterly financial reports and annual program implementation and auditing reports shall be completed by the Borough on forms designed by COAH.

Section 34-48. Penalties.

1. In the event that any of the conditions set forth in subsection 2 below occur, COAH shall be authorized, on behalf of the Borough, to direct the manner in which all development fees collected pursuant to this Ordinance shall be expended. Should any such condition occur, such revenues shall immediately become available for expenditure at the direction of COAH upon the Borough Clerk's receipt of written notification from COAH that such a condition has occurred. In furtherance of the foregoing, the Borough shall, in establishing a bank account pursuant to section 34-46 1 of this Ordinance, ensure that the Borough has provided whatever express written authorization which may be required by the bank to permit COAH to direct disbursement of such revenues from the account following the delivery to the bank of the aforementioned written notification provided by COAH to the Borough Clerk.

2. Occurrence of the following may result in COAH taking an action pursuant to subsection 34-48 above: Failure to submit a spending plan within the time limits imposed by COAH; failure to meet deadlines for information required by COAH in its review of this Ordinance, the Borough's housing element or spending plan; failure to address COAH's conditions for approval of a plan to spend development fees within the deadlines imposed by COAH; failure to address COAH'S condition for substantive certification within the deadlines imposed by COAH; failure to submit

intended purpose.

Section 2. Chapter 95, Fees, is hereby amended and supplemented at Section 95-1 by adding thereto, under Code Chapter 34, Subsection (c) which shall read as follows:

C. Affordable Housing Fees.

In addition to any fee or cost established elsewhere herein, any applicant to the Planning Board, Zoning Board of Adjustment or Agency of the Borough shall pay the fees set forth in Chapter 34, Article VI, so as to fund affordable housing activities in the Borough of Hawthorne.

Section 3. Except as herein amended and supplemented, all provisions of Chapters 34 and 95 of the code of the Borough of Hawthorne shall remain in full force and effect.

Section 4. This Ordinance shall take effect twenty (20) days after final adoption and publication as provided by law.

Gary Sinning  
Council President

ATTEST:  
Jean Mele, R.M.C.  
Borough Clerk

NOTICE OF PENDING ORDINANCE

The Ordinance published herewith was introduced and passed upon first reading at a meeting of the Municipal Council of the Borough of Hawthorne, in the County of Passaic, New Jersey, held on October 2, 2002. It will be further considered for final passage after public hearing thereon, at a meeting of said Municipal Council to be held in the Municipal Building, 445 Lafayette Avenue, in said Borough on November 6, 2002, at 8:00 p.m., at which time and place all interested members of the public who desire will be given an opportunity to be heard in connection with said Ordinance, and during the week prior to and up to and including the date of such meeting, copies of said Ordinance will be made available at the Clerk's Office in said Municipal Building to the members of the general public who shall request the same.

Jean Mele, R.M.C.  
Borough Clerk

CERTIFICATION

I, P. Jean Mele, Borough Clerk of the Borough of Hawthorne, County of Passaic, State of New Jersey do hereby certify this copy of Ordinance 2002-1800 to be a true copy as adopted by the Municipal Council on 11/6/02

P. Jean Mele  
P. Jean Mele, R.M.C., CMC  
Borough Clerk

**5) Proposed Amended Development Fee Ordinance**

**BOROUGH OF HAWTHORNE  
PASSAIC COUNTY**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND AND SUPPLEMENT THE CODE OF THE BOROUGH OF HAWTHORNE BY AMENDING CHAPTER 34, LAND USE PROCEDURES, ARTICLE VI MANDATORY DEVELOPMENT FEES TO FUND AFFORDABLE HOUSING ACTIVITIES.

BE IT ORDAINED by the Mayor and Council of the Borough of Hawthorne, in the County of Passaic and State of New Jersey, that it does hereby supplement and amend Chapter 34 of the Code of the Borough of Hawthorne as follows:

Section 1. Section 34-41, Residential Development Fees, is hereby amended to be renamed "Definitions" and the following text shall be substituted:

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

COAH—The New Jersey Council on Affordable Housing.

Development Fees—Money paid by an individual, person, partnership, association, company or corporation related to the improvement of property as permitted in COAH's rules and as required by this Chapter.

Equalized Assessed Value (EAV)—The value of a property determined by the municipal tax assessor through a process designed to ensure that all property in the municipality is assessed at the same assessment ratio or ratios required by law. Estimates at the time of issuance of a building permit may be obtained utilizing estimates for construction cost. Final equalized assessed value will be determined at project completion by the municipal tax assessor.

Judgment of Repose—A judgment issued by the Superior Court approving a municipality's plan to satisfy its fair share obligation.

Substantive Certification—A determination by COAH approving a municipality's housing element and fair share plan in accordance with the provisions of the Fair Housing Act and the rules and criteria as set forth herein.

Section 2. Section 34-42, Nonresidential Development Fees, is hereby amended to be renamed "Affordable Housing Development Fees" with the following text substituted: to add the following new paragraph C:

**Section 34-42 Affordable Housing Development Fees**

1. Residential Development Fees. Residential development shall be subject to an affordable housing development fee as follows:
  - a. One-half of one percent (1/2 of 1%) of the equalized assessed value (EAV), or the coverage amount on the Home Owner Warranty document for a for-sale unit or the appraised value on the document utilized for construction financing for a rental unit, of each new residential dwelling unit, provided no increased density is permitted.
  - b. If a "d" variance for an increase in density is granted pursuant to N.J.S.A. 40:55D-70.d.(5) in any zoning district in the Borough of Hawthorne, then the additional residential units realized above what is permitted by right under the existing zoning will incur a bonus development fee of six percent (6%) of the EAV rather than the development fee of one half of one percent. If the zoning on a site has changed during the two-year period preceding the filing of the "d" variance application, the density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the "d" variance application. The development fee may be based on the EAV or on the coverage amount

on the Home Owner Warranty document for each additional for-sale unit or on appraised value on the document utilized for construction financing for a rental unit

- c. Developers of sites zoned for inclusionary development in the Borough's R-6 Affordable Housing Zone shall be required to make a payment to the Hawthorne Housing Trust Fund in lieu of the on-site construction of low- and moderate-income housing units, in accordance with the Settlement Agreement approved by Superior Court on April 18, 2004.

2. **Nonresidential Development Fees.** Nonresidential development shall be subject to an affordable housing development fee as follows:

- a. One percent (1%) of the equalized assessed value (EAV), or the appraised value on the document utilized for construction financing, for all new non-residential development.
- b. One percent (1%) of the increase in equalized assessed value (EAV) due to expansion, full or partial demolition and reconstruction, improvement, and/or alteration of any nonresidential building.
- c. If a "d" variance increasing the permitted floor area is granted pursuant to N.J.S.A. 40:55D-70.d(4), then the additional floor area realized greater than that which is permitted by right under the existing zoning will incur a bonus development fee of six percent (6%) of the EAV rather than the development fee of one percent. If the zoning on a site has changed during the two-year period preceding the filing of the "d" variance application, the floor area permitted by right for the purposes of calculating the bonus development fee shall be the maximum amount of floor area permitted by right during the two-year period preceding the filing of the "d" variance application.

Section 3. Section 34-46, Use of Funds, is hereby amended to substitute the following text:

1. Money deposited in the Hawthorne Housing Trust Fund may be used for any activity approved by COAH or by, when applicable, a Court of competent jurisdiction, addressing the Borough of Hawthorne's low and moderate-income housing obligation. Such activities may include, but are not necessarily limited to, housing rehabilitation, new construction, regional contribution agreements, the purchase of land for low and moderate income housing, extensions and/or improvements of roads and infrastructure to low and moderate income housing sites, assistance designed to render units more affordable to low and moderate income households and administrative costs necessary to implement the Borough of Hawthorne's Housing Element and Fair Share Plan. The expenditure of all money shall conform to a spending plan approved by COAH or, when applicable, by a Court of competent jurisdiction.
2. At least 30 percent of the fees collected shall be devoted to render units more affordable unless exempt as per N.J.A.C. 5:93-8-16(c). Such exemptions include fees used to fund the Borough of Hawthorne's rehabilitation program, a regional contribution agreement (RCA), or a new construction project. Examples of activities that render units more affordable include, but are not limited to, down payment and closing cost assistance, low interest loans and rental assistance.
3. No more than 20 percent of the fees collected shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement: a rehabilitation program; a new construction program; a regional contribution agreement, an affirmative marketing program, other costs necessary to develop, revise or implement the Borough of Hawthorne's Housing Element and Fair Share Plan. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, compliance with COAH monitoring requirements, and review of regional affirmative marketing plans for specific inclusionary developments in Hawthorne. Development fees shall not be used to defray the costs of existing municipal staff. Development fee administrative costs are calculated and may be expended at the end of each year or upon receipt of the fees.
4. Development fee revenues shall not be expended to reimburse the Borough of Hawthorne for housing activities that preceded its judgment of repose from Superior Court.

Section 4. Chapter 34 is hereby amended to add a new Section 34-48 as follows:

Section 34-48. Expiration of Ordinance.

This development fee ordinance shall expire if:

1. The Court vacates the Borough of Hawthorne's judgment of repose or revokes this ordinance;
2. The Borough of Hawthorne's judgment of repose expires prior to the Borough of Hawthorne filing an adopted housing element with COAH, petitioning for substantive certification, or receiving COAH's approval of this ordinance;
3. COAH dismisses or denies the Borough of Hawthorne's petition for substantive certification; or
4. If the Borough of Hawthorne is under COAH's jurisdiction and has a certified housing element and fair share plan, COAH revokes substantive certification or this ordinance.

Section 5. Severability. If any section, paragraph subsection, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and the remainder of this ordinance shall be deemed valid and effective.

Section 6. Repealer. The reminder of all other sections and subsections of the aforementioned ordinance not specifically amended by this ordinance shall remain in full force and effect.

Section 7. Inconsistent ordinance. All ordinances or parts thereof inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency.

Section 8. This ordinance shall take effect immediately upon passage, publication and filing according to law, and approval of the Superior Court through the issuance of a judgment of repose or other appropriate order.

## 6) Escrow Agreement for Development Fees.

This Escrow Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the New Jersey Council On Affordable housing and the Borough of Hawthorne.

Witnesseth:

**Whereas**, a municipality may impose, collect and expend development fees in accordance with the regulations of COAH, N.J.A.C 5:93-8.1 et seq., and with the approval of COAH or the Superior Court; and

**Whereas**, on \_\_\_\_\_, the Superior Court approved the Borough of Hawthorne's Development Fee Ordinance, as established by Ordinance No \_\_\_\_\_ adopted on \_\_\_\_\_, establishing standards for the collection. Maintenance and expenditure of fees collected pursuant to the development Fee Ordinance consistent with the COAH regulations; and

**Whereas**, On \_\_\_\_\_, the Superior Court approved the spending plan of the Borough of Hawthorne, establishing standards for the expenditure of development fees pursuant to the COAH regulations; and

**Whereas**, said Development fee Ordinance, consistent with the Court's Approval, requires an interest bearing housing trust fund to be established for the purpose of receiving collected development fees and provides that no money shall be expended from the housing trust fund unless the expenditure conforms to the Development Fee Ordinance, a spending plan approved by the Court and the conditions set out at N.J.A.C 5:93-8.19(a); and

**Whereas**, the Court's approval of the Development Fee Ordinance further requires the Borough of Hawthorne to enter into an agreement to enable COAH to monitor disbursement of collected development fees and to direct expenditures of development fees, after proper notice and a hearing, and Court or COAH approval, if their imposition, collection and/or expenditure are not in conformance with the terms of the Development Fee Ordinance, as approved by the Court, the conditions set out at N.J.A.C 5:93-8.19(a) and the court-approved spending plan.

**Now, therefore**, COAH and the Borough of Hawthorne agree as follows:

### 1. Use of State Cash Management Fund (CMF) for Development Fee Funds

COAH and the Borough of Hawthorne hereby agree that all current and future development fee funds shall be held in the New Jersey State Cash Management Fund and such monies shall be disbursed only upon the direction of the Chief Financial Officer (CFO) of Hawthorne consistent with the Court approved spending plan.

### 2. Trust Fund Account

Hawthorne shall deposit all development fees with the CMF and shall establish a separate, interest bearing account to be known as the Hawthorne Housing Trust Fund Account (Account) and shall deposit such initial funds, as well as all subsequent development fee monies received by Hawthorne. At no time shall the CFO of Hawthorne co-mingle the funds deposited in the Account with any other funds or accounts held or maintained in the CMF, nor shall the CFO at any time set off any amount on deposit in the Account against (a) any indebtedness owed by Hawthorne or any other party, (b) any other obligation owed by Hawthorne or any other party, or (c) any claim which any party may have against Hawthorne or any other party.

### 3. Application of Amounts on Deposit

The funds in the Account shall be used for any eligible affordable housing activity of Hawthorne as set forth in the approved spending plan. Funds shall be disbursed from the Account upon direction of the CFO of Hawthorne, unless notified otherwise by COAH.

### 4. Cessation of Disbursements from Account by Hawthorne and Direction of Disbursement by COAH

COAH shall have the authority to halt disbursements by Hawthorne from their Account upon written notice to the

CFO of Hawthorne and to direct all further disbursements. COAH shall have such authority if it determines, after notice and hearing to Hawthorne that the municipality is not in compliance with all conditions set out in N.J.A.C. 5:93-8.19(a), the Court approved spending plan, and the Development Fee Ordinance. Upon receipt of written notice to cease disbursement for the Account, the CFO of Hawthorne shall immediately halt disbursements by Hawthorne until further written notice from COAH. The CFO shall allow disbursements by COAH on behalf of Hawthorne. COAH shall provide the Hawthorne Borough Clerk with copies of all written notices.

In the event that any of the following conditions, as set out in N.J.A.C 5:93-8.19(a) occur, COAH shall be authorized on behalf of Hawthorne and consistent with its rules, to direct the manner in which all development fees shall be expended:

- a. Failure to submit a plan pursuant to N.J.A.C 5:93-5.1© within the time limits imposed by COAH or the Court;
- b. Failure to meet deadlines for information required by COAH or the Court in its review of a housing element, development fee ordinance, or plan for spending development fees;
- c. Failure to proceed in a timely manner through either COAH's administrative process toward substantive certification or court proceedings for a judgment of repose;
- d. Failure to address COAH's or the Court's conditions for approval of a plan to spend development fees within the deadlines imposed by COAH or the Court;
- e. Failure to address COAH's conditions for substantive certification or the Court's conditions for a judgment of repose within the deadlines imposed by COAH or the Court;
- f. Failure to submit accurate monitoring reports within the time limits imposed by COAH;
- g. Failure to implement the plan to spend development fees within the time limits imposed by COAH or the Court, or within reasonable extensions granted by COAH or the Court;
- h. Expenditure of development fees on activities not permitted by COAH;
- i. Revocation of certification or a judgment of repose;
- j. Other good cause demonstrating that the revenues are not being used for the intended purpose.

5. Standard of Care

The Borough of Hawthorne shall use reasonable care and due diligence in the performance of all its duties hereunder. Hawthorne shall indemnify COAH and hold it harmless from and against all liabilities, losses or damage incurred under COAH with respect to any action COAH may take under this escrow agreement with the exception of liabilities, losses or damages solely caused by negligent acts, omissions or willful misconduct by COAH.

6. Records and Accounts

The Borough of Hawthorne shall keep accurate financial records and accounts of all transactions relating to the Account, including but not limited to all deposits to the Account, disbursements from the Account and interest earned on the account which shall be made available for inspection by COAH or its designees at any reasonable time. Hawthorne shall provide COAH with reports on an annual basis which set forth the amount, date and description of all activity from the Account as well as other information COAH require to monitor the Account.

7. Notices

All notices or other communications hereunder shall be delivered by hand or certified mail to the parties at the following addresses:

If to COAH: Executive Director  
COAH  
101 South Broad Street  
P.O. Box 813  
Trenton, NJ 18625-0813

If to Hawthorne: CFO  
Borough of Hawthorne  
Municipal Building  
445 Lafayette Ave  
Hawthorne, NJ 07506

Any of the parties may hereby designate different or additional addresses by notice in writing given to the other parties.

8. Further Notice

The parties hereto shall authorize, execute, acknowledge and deliver such further resolutions, assurance and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and interests granted hereunder.

9. Agreement Subject to Act

This Agreement is subject to the Fair Housing act and the regulations of COAH set forth at N.J.A.C. 5:93-8.1 et seq. and nothing contained herein shall be interpreted so as to limit or restrict in any way the discretion and authority vested in COAH by the Act or regulations.

10. Amendments

This agreement may not be amended, supplemented or modified except by a written instrument executed by all the parties hereto.

In Witness hereof, the parties have executed this agreement as of the date set forth above.

Date:

\_\_\_\_\_  
Borough of Hawthorne  
Frederick Criscitelli, Mayor

Date:

\_\_\_\_\_  
Council On Affordable Housing  
Executive Director

**7) Resolution of the Planning Board Adopting the Housing Element and Fair Share Plan.**

To Be Inserted.

**8) Resolution of the Mayor and Council Endorsing the Housing Element and Fair Share Plan.**

To Be Inserted.

**9) Resolution of the Mayor and Council of Intent to Bond for Any Shortfall.**

**SAMPLE DRAFT RESOLUTION  
OF THE BOROUGH COUNCIL OF THE BOROUGH OF HAWTHORNE  
SIGNIFYING AN INTENT TO BOND IN THE EVENT THAT THERE IS A SHORT FALL IN FUNDING THE  
BOROUGH'S REHABILITATION COMPONENT OF THE HAWTHORNE HOUSING ELEMENT AND FAIR  
SHARE PLAN**

WHEREAS, the Borough of Hawthorne prepared a Housing Element and Fair Share Plan and submitted the Plan, which plan included within it provisions for a rehabilitation plan; and

WHEREAS, the Fair Housing Plan required compliance with various COAH restrictions, rules and regulations; and

WHEREAS, the Borough of Hawthorne recognizes that COAH has determined that the municipality must allocate funds for rehabilitation; and

WHEREAS, the Borough of Hawthorne anticipates that funding will come from the following sources to satisfy said obligation: the Passaic County Community Development Program and the Borough's Development Fee Ordinance; and

WHEREAS, in the event that the above funding sources prove inadequate to meet the Borough of Hawthorne's funding obligation, the borough shall provide sufficient funding to make up any shortfalls.

NOW, THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Hawthorne that it does hereby agree to fund any shortfalls in its affordable housing rehabilitation program that may arise either due to inadequate funding from other sources, or for any other reason; and

BE IT FURTHER RESOLVED that said shortfalls shall be funded by bonding or any other vehicle which the governing body deems reasonable and appropriate to meet said need.

I hereby certify the above to be a true copy of a resolution adopted by the Borough of Hawthorne Council at a duly convened meeting held on \_\_\_\_\_.

---

Borough Clerk

10) **Spending Plan**

The Borough of Hawthorne shall adopt a development fee ordinance in order to establish standards for the collection, maintenance and expenditure of development fees pursuant to COAH's adopted rules. All development fees collected, and interest generated, shall be deposited in a separate interest-bearing account, for the purposes of addressing the community's affordable housing obligations.

a) Preparation of Plan

The Spending Plan is prepared pursuant to the proposed Development Fee Ordinance, and is in accordance with N.J.A.C. 5:93-5.1(c). It includes the following components:

- (1) A projection of development fee revenues based on known development approvals and historic rates of development activity.
- (2) A description of the administrative mechanism that the municipality will use to collect and distribute revenues.
- (3) A description of the anticipated use of all development fees.
- (4) A schedule for the rehabilitation of housing units (as applicable).
- (5) If the municipality envisions being responsible for public sector or non-profit construction of housing, a pro-forma statement of the anticipated costs and revenues associated with the developments (as applicable).
- (6) The manner in which the municipality will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan (as applicable).

b) Projection Of Revenues For Certification Period

The Borough of Hawthorne has calculated projected Development Fee revenues for the substantive certification period as follows:

- (1) The historic rate of development. During the period from 1991 to 2003, the Borough issued 174 residential building permits. Due to the fully developed character of the Borough, minimal residential development fees should be anticipated. There is similarly a low activity in non-residential development. A total of 369,700 square feet of office and retail space was constructed during the period 1994 through 2003.

This above noted data suggests the Borough may anticipate more than \$200,000 in development fee revenues over the next six year period. This is based on an assumption that, approximately ten dwellings per year may be built in the community (the average number of building permits that were pulled over the past five years). Based on an average sales price of \$500,000 per dwelling, this would generate \$150,000 in development fees. The prospect for non-residential development should generate additional fees. For example, the 8 acre Merck redevelopment site should result in a \$10 million ratable, resulting in \$100,000 in development fees. This is based on the fact that the adjoining site's 10 usable acres resulted in a \$14 million ratable. All development fees collected and interest generated by the fees will be deposited in a separate interest-bearing account for the purposes of affordable housing.

It is noted that the Borough has received \$12,957 in payment from developers to date. This includes \$12,233 from residential development and \$724 from commercial development.

- (2) Additional Revenues. The borough anticipates \$625,000 in payments from the Lafayette Realty site under the Settlement Agreement.
- (3) Total Revenues Anticipated 2004-2010: \$838,000, as follows:

Fees to date:	\$ 13,000
Fees through 2010:	\$200,000
Lafayette:	<u>\$625,000</u>
	\$838,000

c) Administrative Mechanism To Collect And Distribute Funds

- (1) Collection Of Development Fee Revenues. The Borough shall utilize the following process with respect to the collection and distribution of Development Fee revenues:

- (a) The planning board secretary shall notify the construction official whenever a preliminary or final approval is granted for a development which is subject to a development fee.
- (b) When a request is made for a building permit, the construction official shall determine if the project is subject to the imposition of a mandatory development fee. If so, the construction code official shall obtain an approximate value of the completed project from the tax assessor who calculates the fee.
- (c) The developer shall pay 50 percent of the estimated development fee to the Borough at the time the building permit is issued. These funds are then deposited in an interest-bearing affordable housing trust fund in a depository approved by the township.
- (d) Upon the request of a certificate of occupancy by the developer, the construction code official shall notify the township tax assessor, who shall then calculate the equalized assessed value of the project and sets the development fee. The balance of the development fee shall be paid by the developer upon issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at certificate of occupancy and the amount paid at the issuance of the building permit. The funds are to then be forwarded to the municipal treasurer and deposited in the affordable housing trust fund.

(2) Distribution Of Development Fee Revenues

The Borough shall utilize the following procedure with respect to the distribution of Development Fee revenues:

- a) Requests for the prospective distribution of development fees shall be forwarded to the Business Administrator. The Business Administrator shall review the request for Development Fee revenues relative to the request's consistency with the spending plan, and thereafter forward it to the governing body for its approval.
- (b) The use and release of the Development Fee funds shall require the adoption of a resolution by the governing body in accordance with the Superior Court or COAH-approved spending plan. Once a request for fees is approved, the municipal treasurer shall release the revenues from the trust fund for the specific use as per the governing body's resolution.

d) Description of Anticipated Use Of Development Fees

The Borough shall utilize the following procedures to determine the prospective use of Development Fees:

- (1) The Borough shall dedicate no more than 20 percent of the development fees which are collected each year for administrative purposes, including the following: Legal and consultant fees to develop or implement the Borough housing plan, including rehabilitation; Regional Contribution Agreements; affirmative marketing programs; income qualification; and, COAH mediation.
- (2) RCA with (to be determined): 23 units @ \$25,000 = \$575,000
- (3) Local housing rehabilitation program: 14 units @ \$10,000/unit, including 20% administration fee = \$140,000.
- (4) The Borough seeks a waiver from the COAH requirement to devote at least 30 percent of the development fees collected each year to render units more affordable, as provided in N.J.A.C. 5:93-8.16(c), due to the funding of the RCA and housing rehabilitation program.

(5) Total Expenditures:	RCA	\$575,000
	Rehabilitation	\$140,000
	Administration	<u>\$ 28,000</u>
		\$743,000

e) Unexpected Shortfall Of Funds

The Borough shall address the issue of any unexpected shortfall of funds as follows:

- (1) Pursuant to the housing element and fair share plan, the governing body of the Borough shall adopt a resolution agreeing to fund any shortfall of funds required for implementing a rehabilitation program.
- (2) In the event that a shortfall of anticipated revenues occurs, the Borough shall bond to fund any shortfall of funds.

f) Schedule For the Rehabilitation of Housing Units

The Borough intends to use development fee revenues for the rehabilitation of two housing units in the first year, four housing units in the second year, three housing units each in the third and fourth years, and two units in the fifth year. The schedule for the rehabilitation of units in the municipality, which will parallel the schedule set forth in the (certified/pending) housing element and fair share plan, is shown below:

Year	# of Rehabilitation Units	Funds Needed
2004	2	\$20,000
2005	4	\$40,000
2006	3	\$30,000
2007	3	\$30,000
2008	2	\$20,000

g) Summary of Spending Plan

The Borough intends to spend development fee revenues pursuant to N.J.A.C. 5:93-8.15 and in conjunction with the housing program outlined in the housing element and fair share plan. The Borough anticipates the collection of at least \$838,000 in development fee revenues between now and the expiration of its judgment of repose. The municipality shall dedicate no more than 20 percent to administrative costs, and the balance towards rehabilitation.

**11). Ordinance No 1702 Regarding Zone Classification Establishing R-7 Zone.**

ORDINANCE NO. 1702

AN ORDINANCE TO FURTHER AMEND AND SUPPLEMENT  
CHAPTER 225 THE CODE OF THE BOROUGH OF  
HAWTHORNE TO CHANGE THE ZONE CLASSIFICATION OF  
CERTAIN PROPERTIES DESIGNATED HEREIN.

BE IT ORDAINED by the Municipal Council of the Borough of  
Hawthorne, in the County of Passaic and State of New Jersey, that:

Section 1. Chapter 225, Article 1, Sec. 2255, of the Code of the  
Borough of Hawthorne, shall be and hereby is amended and  
supplemented to further modify the Map adopted by said Section to  
provide for the change in zone designation of the following  
property:

<u>Property</u>	<u>Current Zone</u>	<u>New Zone</u>
Block 146, Lot 2A (aka Lot 2.01)	R-5 Planned Unit Development	R-7 Assisted Living

Section 2. This Ordinance shall take effect twenty (20) days after  
final adoption and publication as provided by law.

Joseph W. Metzler  
Council President

Attest:

Jean Mele, RMC  
Borough Clerk

NOTICE OF PENDING ORDINANCE

The Ordinance published herewith was introduced and passed  
upon first reading at a meeting of the Municipal Council of the  
Borough of Hawthorne, in the County of Passaic, New Jersey, held on  
May 20, 1998. It will be further considered for final passage  
after public hearing thereon at a meeting of said Municipal Council

to be held in the Municipal Building, 445 Lafayette Avenue, in said Borough on June 17, 1998 at 8:00 p.m., at which time and place all interested members of the public who desire will be given an opportunity to be heard in connection with said Ordinance.

Jean Mele, RMC  
Borough Clerk

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF AN ORDINANCE ADOPTED BY THE MUNICIPAL COUNCIL OF THE BOROUGH OF HAWTHORNE AT A REGULAR MEETING ON June 17, 1998.

ATTEST:

Jean Mele  
Jean Mele, RMC, CMC  
Borough Clerk

Joseph W. Metzler  
Joseph W. Metzler  
Council President

Fred J. Eriscitelli  
Fred J. Eriscitelli  
Mayor

APPROVED

## **12) Rehabilitation Program**

### Program Description

Hawthorne Borough will make loans available to low or moderate income Borough homeowners to make needed repairs on their homes. Eligible rehabilitation activities include repairs for health and safety and for the repair or replacement of major elements and systems, such as a roof, plumbing, heating, and electrical or structural components. Energy conservation improvements are also eligible if undertaken in conjunction with a major system repair or replacement. Upon completion, rehabilitation must bring substandard units up to code standard. The amounts of the loans will vary depending upon the work to be undertaken, but will, overall, provide for an average of at least \$8,000 worth of repairs per unit.

The Borough will place a lien on the property for the amount of the loan. In addition, the unit will be subject to the affordability controls required by COAH. Repayment of the loan will be deferred until the property is sold. Payment may continue to be deferred beyond the sale of the property if the property is sold to another low or moderate income owner occupant and the affordability controls are extended for an additional six (6) years.

No interest will be required to be paid on the loan if the borrower (an owner-occupant homeowner) either remains in the unit or rents to another low or moderate income occupant for the six (6) years following completion of the rehabilitation. If the property is sold within the above-mentioned six (6) years to a buyer who does not maintain low or moderate income occupancy, the loan must be repaid in full at that time and interest shall be paid on the loan. The interest shall be calculated from the time of completion of the rehabilitation to the time of sale at the thirty (30) year Treasury Bond rate in effect at the time of sale. The recaptured funds will be used to rehabilitate another dwelling unit.

Rental dwelling units are eligible for no-interest deferred payment rehabilitation loans if the owners agree to rent the units only to low or moderate income households for ten (10) years.

To satisfy the income-eligibility requirement, the future occupants of the rehabilitated units, be they homeowners or renters, must have annual incomes at or below COAH's current eligible low and moderate income limits for the housing region, based on family size.

Determination of the sales prices and rent levels of low and moderate income units must follow COAH's pricing guidelines; i.e., the total monthly cost to a low or moderate income homeowner may not exceed twenty-eight percent of gross monthly income. Monthly rents, including utilities, may not exceed thirty percent of monthly income.

Applicants will receive free technical assistance including loan application guidance, housing inspections, cost estimates, work write ups and loan and financial counseling. Applicants are not committed to the rehabilitation work until contracts are signed, which is after all parties have agreed to the contract terms. Although the loan will be made to a successful applicant, the proceeds of the loan will be paid jointly to the construction contractor(s) and the homeowner.

### Program Administration

A Rehabilitation Administrator shall be appointed by the Borough Council to administer the rehabilitation program.

The details of program administration will be developed by the Rehabilitation Administrator and approved by the Borough Council. In general, the following processes will be followed:

1. Hawthorne Borough is responsible for promoting and marketing the rehabilitation program through brochures, flyers, press releases and letters directed to potentially eligible and interested homeowners. The Rehabilitation Administrator will prepare and seek approval for the marketing plans and materials from the Borough Council.

2. Interested homeowners will be able to obtain an application form from the Planning Board/Affordable Housing Office at the Hawthorne Municipal Building. Assistance in filling out the form and further explanation of the program will be provided by the Rehabilitation Administrator. Proof of the owner's or renter's income, property ownership, and property tax and insurance status will be required with the application.
3. Based on this information, a letter of eligibility or ineligibility will be sent by the Rehabilitation Administrator to the applicant, along with a request for a home inspection.
4. An Inspector will visit the site to determine if the house needs the types of repairs requested in the application and if any other repairs are needed to bring the structure up to code. If the cost of repairing code violations exceeds the maximum available loan amount, the Rehabilitation Administrator will assist the homeowner in obtaining any additional outside funds that may be available to supplement the Borough's loan.
5. The Rehabilitation Administrator will direct the Inspector to prepare written rehabilitation work specifications and cost estimates on the agreed upon rehabilitation.
6. The Rehabilitation Administrator will ask the property owner to select at least two rehabilitation contractors whose names may be taken from a list of approved contractors. A contractor not named on the list may also be suggested by the homeowner. Any contractor submitting a bid must show evidence of combined single limits of insurance liability of \$500,000 and references.
7. Each of the rehabilitation contractors will submit his own work specifications and bids for the contract. If the contractor with the higher estimate is preferred by the property owner, then the property owner and Rehabilitation Administrator will work out a mutually satisfactory solution, which may include seeking a third bid.
8. The property owner, contractor and Rehabilitation Administrator, on behalf of the Borough, will enter into a Property Rehabilitation Agreement covering all of the required terms and conditions. Any disputes between the contractors and property owners will be resolved by the Rehabilitation Administrator. Appeals of the Rehabilitation Administrator's decision may be made to the Borough Council.
9. The property owner will sign a loan agreement, mortgage and mortgage note which will constitute a lien on the property with Hawthorne Borough named as a lienholder and will designate the Borough as a loss payee on the homeowner's insurance policy.
10. After all contracts are signed by all parties, the Rehabilitation Administrator or Borough Attorney will record the lien and any mortgage documents with the Passaic County Recording Officer.
11. After all contracts are recorded, the first payment will be issued according to the Property Rehabilitation Agreement. The work will then begin.
12. The Rehabilitation Administrator will arrange for periodic inspections to monitor the progress of the work and ensure that the work has been completed according to the work specifications.
13. The contractor is responsible for obtaining the necessary permits, inspections and approvals from Hawthorne Borough.
14. Any change orders must be approved in writing by the property owner, contractor and Rehabilitation Administrator. The Rehabilitation Administrator must obtain proper authorization from the Borough Council if the amount of the original loan will be exceeded and must determine that the change meets the program guidelines.
15. The Inspector will issue a report for the record on each project at the beginning, middle and end of the

rehabilitation.

16. Work-in-progress payments will be made according to an approved Property Rehabilitation Agreement.
17. The Inspector's final report will certify that the specified property improvements are complete and that any original substandard conditions are abated. This report must be accepted by the Hawthorne Borough Council, the homeowner, and the Rehabilitation Administrator.
18. At this point, final payment to the contractor will be made and the project will be considered completed.

## HOUSING REHABILITATION PROGRAM Hawthorne Borough, Passaic County

### SECTION 1.0 PURPOSE

It is the purpose of this program to help meet Hawthorne Borough's fair share housing obligation through provisions designed to facilitate the voluntary rehabilitation of up to nineteen substandard housing units occupied by low and moderate income households by either:

1. Securing available County, State or Federal financial assistance for the rehabilitation of substandard housing occupied by low or moderate income households; or
2. Providing loans from the Borough for the rehabilitation of substandard housing occupied by low or moderate income households.

### SECTION 2.0 DEFINITIONS

Definitions pertaining to affordable housing not found below are the same as those definitions that appear in the rules and regulations adopted by the Council on Affordable Housing in N.J.A.C. 5:91—1 et seq. or 5:93-1 et seq. As used in this plan:

“Applicant” means the person or persons applying for financial assistance for housing rehabilitation in accordance with the provisions of this plan.

“Council on Affordable Housing” means the Council established by the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq., also known as COAH.

“Indigenous Need” means substandard housing units occupied by low and moderate income households within the municipality.

“Inspection Officer” means a qualified inspector hired, appointed or contracted by the Borough or by the Rehabilitation Administrator (if an outside agency) to perform the duties described in this plan.

“Low Income Household” means a household with a gross household income equal to 50 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located as determined by the Council on Affordable Housing in N.J.A.C. 5:93-1 et seq. or its subsequent rules and regulations.

“Moderate Income Household” means a household with a gross household income of more than 50 percent but, less than 80 percent of the median gross household income for households of the same size within the housing region in which the housing is located as determined by the Council on Affordable Housing in N.J.A.C. 5:93-1 et seq. or its subsequent rules and regulations.

“Rehabilitation Administrator” means the person or agency hired, appointed or contracted by the Borough to perform the duties as described in this plan.

“Rehabilitated Unit” means a previously substandard housing unit which has undergone significant renovation to meet municipal or other applicable housing code standards under the aegis of this housing rehabilitation program.

“Substandard Unit” means a housing unit with health and safety code violations as determined in N.J.A.C. 5:93-5.2(b) and Section 3.0 of this housing rehabilitation program.

“Utility Allowance” means an allowance for utilities that is consistent with the personal benefit expense allowance for utilities as defined by HUD (or a similar allowance approved by COAH).

### SECTION 3.0 ELIGIBILITY

Only owners of dwelling-units within Hawthorne Borough are eligible for this housing rehabilitation program. Eligibility is further determined by the following criteria:

1. The owner of the dwelling unit must either live in the unit and qualify as a low or moderate income household or must agree by written contract to rent the rehabilitated unit only to a low or moderate income household. Proof of the owner’s or renter’s income qualifications will be required by the Rehabilitation Administrator. Such proof shall include at least the following:

(a) The notarized Hawthorne Housing Rehabilitation: Application shall include at least the following information: copy of three most recent years of federal tax returns, a copy, of the most recent pay stub, alimony check, child support, pension check, unemployment, disability, social security statement, divorce, decree/separation/custody and/or child support agreement. Also attached shall be a copy of the most current bank statements for all checking, savings, money market funds, certificates of deposit, pension, IRA, KEOGH, profit sharing, stock, bond, investment and/or all other types of accounts. This information shall be provided for all family members 18 years of age and older. If the applicant owns a home of any kind, a building or land, a copy of the market value appraisal or realtor’s comparative market analysis and bank/mortgage company statement indicating the current mortgage balance shall be included.

(b) Such additional income-related information as the Rehabilitation Administrator shall deem appropriate in order to provide a complete, accurate and true evaluation of the household’s income and determine whether the applicant’s household meets the criteria for an income eligible purchaser/renter may be requested subsequent to the submission of the complete application if the Rehabilitation Administrator believes it is necessary before qualifying a particular household.

(c) The application shall include a sworn statement by the applicant that the affordable housing unit shall be used as the household’s primary residence and that all income and other relevant data of all household members who will be occupying the unit have been fully disclosed. The application shall include the applicant’s certification that the statements and information made by the applicant are true to the best of the applicant’s knowledge and that the applicant realizes that willfully giving false or misleading statements or information is fraudulent and shall result in disqualification of eligibility in addition to any other remedies available by law.

(d) Assets not earning a verifiable income shall have a 5% imputed interest rate. Assets not earning income include present real estate equity, boats, campers, motor homes and similar items. Applicants owning real estate must produce documentation of a market value appraisal and outstanding mortgage debt. The difference shall be treated as the monetary value of the asset and the imputed interest shall be added to income.

(e) Income from assets that have delayed earnings, such as IRA’s or annuity programs, shall not be included in current income until such payments are received. All such assets must be reported and verified.

(f) Net rent from real estate shall be considered income after the monthly mortgage payments, insurance

and taxes are deducted. Other expenses are not deducted. The equity in the real estate shall be considered an asset and imputed interest shall be calculated and added to income.

(g) A copy of the deed to the property and proof of current homeowner's insurance shall also be submitted with the application.

(h) If, after having reviewed the application, the Rehabilitation Administrator deems it to be incomplete, the Rehabilitation Administrator shall notify the applicant in writing, by issuing a notice of deficiency of application. The applicant shall have 14 days to rectify deficiencies and submit the additional information required. If deficiencies are not rectified, the applicant shall be deemed ineligible and a notice of ineligibility shall be sent by the Rehabilitation Administrator.

(i) If, after having reviewed the application, the Rehabilitation Administrator deems it to be complete, the Rehabilitation Administrator shall notify the applicant in writing.

2. A dwelling unit that is proposed to be rehabilitated must be considered substandard in accordance with N.J.A.C. 5:93-5.2(b) which states that a "substandard unit is defined as a unit with health and safety code violations that require the repair or replacement of a major system. A major system shall include a roof, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), and/or a load bearing structural system" or similar category acceptable to COAH.

3. Upon rehabilitation, housing deficiencies shall be corrected and the house shall be brought up to code standard. The standard for evaluating rehabilitation activity shall be NJAC 5:23-2.4. The rehabilitation activity shall not include luxury improvements, the purchase of appliances (with the exception of stoves) or improvements that are strictly cosmetic. The evaluation shall be undertaken and certified by the Inspection Officer.

4. The owner of the unit to be rehabilitated shall agree, by written contract, to comply with all of the requirements of this housing rehabilitation program and applicable requirements set forth in the Borough's Affordable Housing Ordinance.

## SECTION 4.0 ADMINISTRATION

### 4.1 MARKETING PLAN

Marketing of the Borough's housing rehabilitation program shall be the responsibility of the Rehabilitation Administrator and shall be accomplished through:

1. The issuance of periodic press releases to the official newspaper, to inform the public of news related to the rehabilitation program and to promote interest in the program.

2. The circulation of flyers describing the housing rehabilitation program, to be enclosed with the annual property tax bills.

3. Targeting of known substandard housing units through a direct mail campaign to the owners.

4. Making information and application packets available for distribution to interested owners upon request and free of charge.

### 4.2 REHABILITATION ADMINISTRATOR

The Borough Committee shall hire, appoint or contract with a Rehabilitation Administrator who will report to the Borough Council. The Rehabilitation Administrator's duties shall include:

1. Preparing a housing rehabilitation manual consisting of the following:
  - (a) The rehabilitation program's staff and their responsibilities;
  - (b) Procedures for program marketing;
  - (c) Eligible repairs and improvements;
  - (d) The amount of money available for rehabilitation;
  - (e) Financing terms;
  - (d) Income qualification criteria;
  - (e) Procedures for application intake;
  - (f) Procedures for review and approval of work, including interim inspections of work;
  - (g) The length and terms of affordability controls; and
  - (h) A copy of the lien to be used.
  
2. Preparing the information packets to be distributed to interested owners.
  
3. Developing the necessary application and financial statement forms to be used by owners interested in applying for participation in the housing rehabilitation program. The application form shall state that any owner who receives a loan under the provisions of this plan will agree to place a lien on his or her property. In addition, the application form shall require proof of ownership, insurance and other general information on the property to be rehabilitated. The financial statement form shall indicate that the information submitted will be kept strictly confidential.
  
4. Determining the eligibility of each applicant based on the requirements of the program.
  
5. Providing assistance to each applicant in completing application forms, submitting required documentation, and obtaining contractors' estimates.
  
6. Monitoring the progress of each rehabilitation project and coordinating contractor proposals, closings, inspections and payments under the terms of the program.
  
7. Monitoring and oversight of the liens placed on properties that have participated in the housing rehabilitation program.
  
8. Preparing and submitting annual monitoring reports to assist in the Borough's submission of annual monitoring reports to COAH.
  
9. Maintaining files on each program applicant. The files may be used in responding to monitoring requests and to protect the municipality against charges of irregularity. The files shall include:
  - (a) The name of each applicant;
  - (b) If the applicant is not approved, the reasons for the disapproval; and
  - (c) If the applicant is approved:
    - (1) Proof of the occupant's income eligibility pursuant to N.J.A.C. 5:93-9.1(b);
    - (2) The initial inspection report of the Inspection Officer;
    - (3) Bids submitted by contractors;
    - (2) The Property Rehabilitation Agreement;
    - (3) Progress reports and interim inspection reports;
    - (4) A copy of the final inspection report;
    - (7) A copy of the deed to the property;

- (8) Certificate of homeowner's insurance; and
- (9) A copy of the lien.
- (d) If the applicant is approved and the dwelling unit is rented or is to be rented:
  - (1) Name of tenant.
  - (2) Phone number of tenant.
  - (3) Emergency phone number and name of contact person.
  - (4) Copy of lease.

**4.3 INSPECTION OFFICER**

The Borough Committee or Rehabilitation Administrator (if an outside agency) shall designate a qualified Inspection Officer who will report to the Rehabilitation Administrator. The duties of the Inspection Officer shall include:

1. A determination of "substandard condition" for any unit proposed for rehabilitation. The Inspection Officer's evaluation of the condition of the unit shall be reported in writing to the Rehabilitation Administrator.
2. A determination of whether or not the proposed improvements and the estimated cost of the improvements needed to rehabilitate the unit will meet the parameters of the housing rehabilitation program. The Inspection Officer's report on the nature and cost of the improvements shall be made in writing to the Rehabilitation Administrator.
3. Interim and final inspections of work in progress and certification of the "standard condition" of the rehabilitated unit upon completion of the improvements. The certification shall bear the date of the inspection and shall be submitted in a written report to the Rehabilitation Administrator.

**4.4 FUNDING**

1. The Borough shall include in its annual budget sufficient funds to cover the costs of the housing rehabilitation program, as a guarantee that funding will be available to implement the program in the event that County, State or Federal funding is unavailable. The money expended on the housing program shall be exempt from the limitations on final appropriations imposed pursuant to P.L. 1976,c.68 (C.40A:4-45.1 et seq.)

2. The Borough shall seek grants and loans from available County, State and Federal housing programs to finance all or a part of the housing rehabilitation program. If the Borough is partially or totally successful in securing money from sources outside of the Borough's budget to fund the rehabilitation program, the Borough will not be obligated to expend the money allocated in its budget to the extent of the amounts secured from other sources.

3. For fiscal years 2002-2006, as a guarantee that the housing rehabilitation program will be implemented, the Borough shall appropriate money in its annual budget to provide for loans to fund the rehabilitation of up to fourteen qualified housing units, in the amount of \$10,000 per unit, as follows:

2004	\$42,000
2005	\$28,000
2006	\$28,000
2007	\$28,000
2008	\$18,000

This money shall be exempt from the limitations on final appropriations imposed pursuant to P.L. 1976, C. 68 (C.40A:45.1 et seq.).

4. A minimum of \$10,000 shall be provided for each unit to be rehabilitated, of which \$8,000 shall be allocated to the actual capital costs of rehabilitation and \$2,000 shall be allocated to administrative costs. The actual capital costs of the improvements to an individual unit may be less than \$8,000 if, at the end of each two year period, the rehabilitation program as a whole has averaged at least \$8,000 per unit.

5. If the total amount of money budgeted in a given year is not expended as the result of insufficient eligible applications to the program for that year, the budgeted funds shall be placed in the Borough's reserve account and earmarked for the housing' rehabilitation program.

#### 4.5 GENERAL PROCEDURES FOR APPLICATION, REVIEW, AND APPROVAL

1. Interested owners will be able to secure information and application packets from the Planning Board Secretary at the Hawthorne Borough Municipal Building.

2. Interested owners will submit a completed application form to the Rehabilitation Administrator. The Rehabilitation Administrator will be available to assist the owner in the completion of the application form.

3. Interested owners who submit applications for the Borough's housing rehabilitation program shall pay an initial application fee of \$25.00 but shall not be required to pay fees for any of the inspections, permits or approvals undertaken or issued pursuant to the program.

4. The Rehabilitation Administrator will review the application for completeness and, if the application is complete, determine whether the applicant either meets the income eligibility requirements or has signed a binding contract stating his or her willingness to rent the rehabilitated unit to a qualified low or moderate income household.

5. Upon a determination that an applicant for rehabilitation is income-eligible, the Inspection Officer will inspect the property to rule on whether it qualifies as substandard under the provisions of this program and whether or not the proposed improvements and cost of the work needed to improve the unit will meet the parameters of the Borough's housing rehabilitation program. The Inspection Officer's determination will be submitted in writing to the Rehabilitation Administrator.

6. If the Inspection Officer determines that a unit proposed for rehabilitation qualifies as substandard and that the proposed description and cost estimate of the improvements necessary to rehabilitate the unit are satisfactory, the Rehabilitation Administrator will process the application under the terms of the applicable County, State or Federal grant program. If all or a portion of the rehabilitation is to be funded by a loan from the Borough, the Rehabilitation Administrator will forward a copy of the application to the Borough Council for approval or denial. The Rehabilitation Administrator shall be available to discuss the loan application with the Borough at the time of its consideration.

### SECTION 5.0 BOROUGH LOANS FOR HOUSING REHABILITATION

#### 5.1 APPROVALS AND PAYMENTS

1. If the Borough approves, the loan, it shall simultaneously authorize the transfer of the amount of

the loan to a trust account to be administered by the Chief Financial Officer of the Borough for the purpose of making payments for the rehabilitation work.

2. The rehabilitation project may begin as soon as the applicant and the Rehabilitation Administrator have, in the presence of the Borough Attorney, signed all of the necessary agreements and closing documents. The Borough Attorney shall arrange for the filing of the lien with the property deed.
3. The Borough shall only deny an application for a rehabilitation loan if the applicant or the proposed improvements prove to be ineligible or if the project will otherwise not be in conformance with COAH's requirements. All denials shall be in writing with the reasons therefore clearly stated.
4. After rehabilitation of the dwelling unit is completed, the Inspection Officer will inspect the unit and, if appropriate, certify that the work has been completed in accordance with the approved work plan and that the unit is in standard condition. If the work is incomplete, the final payment to the contractor shall be withheld until the work is completed to the satisfaction of the Inspection Officer and in accordance with the owner/contractor agreement.
5. All payments shall be made jointly to the owner and contractor. The owner shall endorse the payment over to the contractor. Payments shall be divided into three (3) or four (4) equal parts to be made upon the signing of an agreement between the owner and the contractor, at one or more appropriate interim stages as set forth in the owner/contractor agreement, and upon final inspection of the completed improvements and the issuance of a certification of standard condition by the Inspection Officer. .
6. Owners may contribute "sweat equity" toward the rehabilitation but shall not receive financial remuneration for their efforts.

## 5.2 RENTAL DWELLING UNITS

The following terms shall apply to loans made to owners who do not qualify as low or moderate income households but who agree to rent the rehabilitated unit to a qualified low or moderate income household at the rent level established by the Rehabilitation Administrator in accordance with N.J.A.C. 5: 93-5.2, 7.4 and 9.15 and Section 6.3 of this Ordinance:

1. Repayment of the loan principal will be deferred for a ten (10) year period.
2. Repayment of the loan principal shall be due at the end of ten (10) years, unless the owner elects to continue the affordability controls. Sixty (60) days prior to the end of the loan's ten (10) year life, the Rehabilitation Administrator will submit a letter to the owner indicating the date on which the loan principal will become due, when the Borough expects payment, and the circumstances under which repayment may continue to be deferred.
3. Repayment of the loan principal may be extended beyond the ten (10) year period if and only if the owner agrees to continue renting to a low or moderate income household. If the owner elects this option, he or she shall notify the Rehabilitation Administrator in writing of his or her intentions within thirty (30) days of receipt of notification from the Borough that the loan principal will become due within sixty (60) days.
4. If an owner plans to extend participation in the housing rehabilitation program through the option listed in the preceding paragraph, he or she must sign a contract with the Borough to extend the affordability controls and renew the lien placed on the property upon first entering the program. The contract will thereafter be renewable annually.

5. Each time the unit is re-rented, the owner must demonstrate that the unit will continue to be occupied by a qualified low or moderate income household and that the rent charged meets the affordability guidelines of the program.

6. The owner shall be required to insure the property for eighty percent (80%) of the value of the property. The insurance policy shall acknowledge the Borough's lien on the property.

7. Rent levels shall be established by the Rehabilitation Administrator using the criteria established in Section 6.3 of this Ordinance.

### 5.3 OWNER-OCCUPIED DWELLING UNITS

The following terms shall apply to loans made to owners who qualify as low or moderate income households and who plan to occupy the rehabilitated unit:

1. Repayment of the loan shall not be required until the sale of the property. At the time of sale, the amount of the principal shall be repaid to the Borough.

2. The affordability controls shall expire at the end of 6 years, whether or not the loan has been repaid.

3. Payment of the principal may continue to be deferred beyond the sale of the property if and only if the property is sold to another low or moderate income household. If the owner elects this option, the sales price must be calculated consistent with COAH's current affordability standards. The new owner will then be required to assume the lien on the property and the affordability controls will resume for another 6 year period.

4. If the property is sold within the six (6) year period of affordability controls, the loan shall be repaid in full and interest shall be charged at the thirty (30) year Treasury Bond rate in effect at the time of closing. The recaptured funds shall be placed in the Housing Trust Fund and earmarked for a future rehabilitation project. .

5. The owner shall be required to insure the property for eighty percent (80%) of the value of the property. The insurance policy shall acknowledge the Borough's lien on the property and shall designate the Borough as a loss payee.

## SECTION 6.0 AFFORDABILITY CONTROLS

### 6.1 LIENS ON PROPERTY

An owner who receives financial assistance in the form of a loan or grant or both under the provisions of this program shall be required to place a lien on the unit to be rehabilitated. The following requirements shall apply to such liens:

1. The Borough shall be specified as the lienholder.

2. The lien shall specify that the value of the lien equals the amount of the monetary benefits (including tax abatements) received by the owner under the housing rehabilitation program.

3. A record of the lien will be kept on the property tax record, in the County's tax files, in the Rehabilitation Administrator's records, with the deed and with the insurance policy, as required by this program.

4. If a property under such a lien is sold prior to fulfillment of the obligations specified in the lien, the owner will be required to repay the Borough the full value of the lien so that the funds may be used to rehabilitate another unit. This provision does not pertain to property owners who have arranged to continue to restrict the unit to low or moderate income household owners or renters.

5. In the event of the death of an owner, if the property is transferred or sold to a surviving family member or dependent of the owner and that family member or dependent qualifies as a low or moderate income household, the lien may be transferred with the property and the surviving family member or dependent will be required to satisfy the lien under the same conditions as the original owner, including the same opportunity for deferral. Otherwise, the owner's estate shall be required to repay the Borough the full value of the lien.

6. All properties shall be checked for liens prior to the issuance of a continuing Certificate of Occupancy. Any suspected violations of the program shall be reported to the Rehabilitation Administrator for further investigation.

7. The owner shall notify the Rehabilitation Administrator, in writing, of the intent to sell a unit that has been rehabilitated under this program, if such unit is still under the restrictions required by this program.

## 6.2 LENGTH OF AFFORDABILITY

1. Owners who utilize the provisions of the housing rehabilitation program for the purpose of improving a dwelling unit to be rented to a qualified low or moderate income household shall agree by written contract to abide by the affordability controls of the housing rehabilitation program and to accept the Borough's lien on the property. The lien shall state that only a low or moderate income household shall occupy the rehabilitated dwelling. The lien shall be recorded with the deed to the property and a copy of the lien shall be forwarded to the Rehabilitation Administrator. The lien shall go into effect as soon as the rehabilitation has been completed and shall apply for ten (10) years. Sale of the rehabilitated rental dwelling shall not affect the duration or terms of the affordability controls or the lien.

2. Owners who utilize the provisions of the housing rehabilitation program and who qualify as a low or moderate income household and who plan to occupy the rehabilitated dwelling unit themselves shall agree by written contract to accept the Borough's lien on the property. The lien shall state that for the six (6) years following the rehabilitation of the dwelling, it shall only be occupied by the applicant or rented to a qualified low or moderate income household. The lien shall be recorded with the deed to the property and a copy of the lien shall be forwarded to the Rehabilitation Administrator. The lien shall go into effect as soon as the rehabilitation has been completed and shall apply for a period of six (6) years or until the sale of the restricted dwelling and the satisfaction of the lien.

## 6.3 PRICING.

Owners who elect to rent a rehabilitated dwelling unit to a low or moderate income household during the applicable six-year or ten-year period must follow the rental guidelines set forth below:

1. Gross rents, including a utility allowance consistent with the utility allowance approved by HUD for use

in New Jersey, shall be set so as not to exceed thirty (30) percent of the gross monthly income for the appropriate household size and income level. Maximum rents for each household size and income level shall be calculated based on the regional weighted average of the current uncapped Section 8 income limits published by HUD and adopted by COAH.

2. The following criteria shall be used to calculate applicable rents for the rehabilitated rental units:
  - a. Efficiency units shall be affordable to one person households;
  - b. One bedroom units shall be affordable to 1.5 person households;
  - c. Two bedroom units shall be affordable to three person households; and
  - d. Three bedroom units shall be affordable to 4.5 person households.

#### 6.4 ANNUAL INDEXED INCREASES

The rents of the affordable housing units may be increased annually in accordance with N.J.A.C. 5:93-9.15.

#### SECTION 7.0 PROGRAM COMPLIANCE

The housing rehabilitation program will comply with all of the regulations of the Council on Affordable Housing and with all of the rules and regulations of any applicable County, State, or Federal funding or other assistance programs and with the requirements of the Borough's Fair Share Ordinance.

**13) Memo of Understanding Between NJMFA & Borough**

<b>Memorandum of Understanding Between the New Jersey Housing and Mortgage Finance Agency and Borough of Hawthorne, Passaic County Regarding: Monitoring of Assisted Living Residence Low and Moderate Income Units</b>	_____, 2003
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This Memorandum of Understanding (MOU), between the Borough of Hawthorne, New Jersey and the New Jersey Housing and Mortgage Finance Agency (HMFA), is effective as of the date recorded on the signature page.

Whereas, the Borough of Hawthorne, New Jersey wishes to receive 12 credits against its fair share housing obligation for low income and moderate income housing units in Assisted Living Residences, Comprehensive Personal Care Homes and Assisted Living Programs available for the low- and moderate income elderly population in the State; and,

Whereas, the New Jersey Fair Housing Act<sup>1</sup> permits municipalities to receive substantive certification from The New Jersey Council On Affordable Housing (COAH) or a judgment of repose from the Superior Court signifying that the municipality has adopted a fair share plan that makes realistically possible the achievement of its fair share of low and moderate income housing.<sup>2</sup> The Fair Housing Act requires that the low income and moderate income housing units in the municipal fair share plan be subject to legal controls to ensure their continued affordability.<sup>3</sup> The responsibility for administering these affordability controls falls initially to the municipality, but the Fair Housing Act permits the HMFA to administer “rent controls in municipalities where no appropriate administrative agency exists.”<sup>4</sup>

Whereas, COAH and the HMFA have each promulgated separate sets of regulations governing the administration of affordability controls.<sup>5</sup> The HMFA regulations permit the HMFA to administer COAH’s regulations when no HMFA financing is involved, if called upon to do so by a municipality.<sup>6</sup> COAH regulations on assisted living residences require that HMFA serve as the experienced entity contracted with a municipality to administer and monitor the low and moderate income apartments in an assisted living residence.

It is, therefore, agreed by the Borough of Hawthorne and HMFA that:

I. DEFINITIONS

For the purposes of this Agreement, the following terms, when capitalized, shall have the meanings as stated:

ALR means Assisted Living Residence(s), as defined under COAH regulations N.J.A.C. 5:93-1.

Annex(es) means the attachment(s) to this MOU containing programmatic and/or financial information.

Memorandum of Understanding (MOU) means this MOU, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The MOU constitutes the entire agreement between the parties. Any change or modification to this MOU must be written and approved in writing by < municipality name > and HMFA.

Waiver(s) means the Medicaid waiver issued under section 1915(c) of the Social Security Act.

II. BASIC OBLIGATIONS OF < name of municipality > and HMFA

- A. HMFA will make itself available to serve, in a limited capacity, as the administrative agent to monitor the affordability of the ALR receiving credit against a municipality's fair share housing obligation. Specifically, the HMFA would monitor the affordability of the ALR monthly charges and the income eligibility of the residents of the affordable ALR units. In this capacity the HMFA would apply COAH rules and HMFA ALR guidelines to require that:
1. The overall fee for rent, meals and basic services be capped at 80% of applicable median income; and
  2. The rental component of the overall fee be capped at 30% of the income for the targeted income selection.
  3. The entire fee package for each person in a studio shall be based on a 1.0 person household income.
  4. The entire fee package for each person in a one bedroom apartment shall be based on a 1.5 person household income.
  5. The entire fee package for each unrelated individual in shared two bedroom apartments shall be based on a 1.25 person household income.
- B. All other aspects of administering affordability controls for ALR units receiving COAH credit would be performed by the <municipality name> or another designated administrative agent.
- C. HMFA shall provide the municipality with the form of deed restriction and mortgage lien to be used to comply with N.J.A.C. 5:93-16(d).
- D. HMFA shall establish the initial rents and allowable rent increases for the affordable ALR units, pursuant to the standards set forth in N.J.A.C. 5:93-5.16©, as interpreted in light of the HMFA underwriting guidelines for ALRs, as such guidelines may be amended from time to time.
- E. The HMFA shall certify the income-eligibility of ALR tenants pursuant to the standards and procedures set forth in N.J.A.C. 80-26.15, as interpreted in light of the HMFA underwriting guidelines for income-eligibility for ALRs, as such income-eligibility guidelines may be amended from time to time.
- F. The HMFA will monitor the income-restricted ALR units on an annual basis and notify the municipality and COAH of non-compliance.
- G. The HMFA will provide up to 10 hours of training in income qualification procedures to persons designated by the municipality and up to 72 additional hours of support for the first contract year for a one-time fee of \$1,750.
- H. The HMFA shall receive \$120.00 for each income certification it performs for the ALR where a full scope of work must be performed by its staff; and \$ 60.00 for each income certification it performs for the ALR where the scope of work necessary, has been reduced because the individual has been

deemed both clinically and financially eligible to receive Medicaid assistance ( aka Medicaid Waiver) by the appropriate State entities.

- I. The Borough of Hawthorne or its agent shall perform all other monitoring, including (but not limited to):
  - 2. Subjecting the ALR to the deed restriction and mortgage lien required by N.J.A.C. 5:93-16(d);
  - 3. Performing the affirmative marketing required under N.J.A.C. 5:93-5.16(g).;
  - 4. Placing low- and moderate-income tenants in affordable units, as required under N.J.A.C. 5:93-9.1(a); and
  - 5. Enforcing the terms of the deed restriction and mortgage lien as required under N.J.A.C. 5:93-5.16(d).
  
- J. The term of the monitoring agreement shall be five (5) years, renewable for an additional \_\_\_\_ years upon mutual consent. At any time during the term of the agreement either party may terminate this agreement on 30 days notice without penalty, but only with the written consent of COAH.

\_\_\_\_\_  
(Name - print)

\_\_\_\_\_, 2003  
New Jersey Housing and Mortgage Finance Agency (Date)

\_\_\_\_\_  
(Name - print)

\_\_\_\_\_, 2003  
Borough of Hawthorne, New Jersey (Date)

Notes:

- 1. N.J.S.A. 52:27D-301 et seq.
- 2. N.J.S.A. 52:27D-314.
- 3. N.J.S.A. 52:27D-321f.
- 4. N.J.S.A. 52:27D-324.
- 5. N.J.A.C. 5:93-9.1 et seq. (COAH); N.J.A.C. 5:80-26.1 et seq. (HMFA).
- 6. N.J.A.C. 5:80-26.23(c).
- 7. N.J.A.C. 5:93-7.4(a), (b), (c), (d), (f) and (g); 5:93-9.15(b).
- 8. N.J.A.C. 5:93-7.4(g); 5:93-9.1(b); 5:93-9.16(c).
- 9. N.J.A.C. 5:93-9.2.
- 10. N.J.A.C. 5:93-9.1(a) and 5:93-11.1 et seq.
- 11. N.J.A.C. 5:93-9.1(a).
- 12. N.J.A.C. 5:93-9.1(a).
- 13. Minutes of the Council on Affordable Housing, October 6, 1999, p. 7.

#### 14) Deed Restriction Requiring Affordable Units In Assisted Living Residences

THIS DEED RESTRICTION (this "Agreement"), is made and entered into as of \_\_\_\_\_, 2003 between the Borough of Hawthorne, New Jersey (the "Municipality"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey, and \_\_\_\_\_ (together with its successors and assigns, the "Owner"), a \_\_\_\_\_ organized and existing pursuant to the laws of the State of New Jersey, duly authorized to transact business in the State of New Jersey pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq., (the "Act"), and the regulations promulgated there under by the New Jersey Council on Affordable Housing ("COAH") for the purpose of qualifying the Municipality to receive credit for age-restricted affordable housing provided by the Owner in a licensed assisted living residence.

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Municipality and the Owner hereby agree as follows:

1. The real estate, including the land and all improvements thereto as more specifically described on Schedule A attached hereto, which shall be referred to hereinafter as the "Property," shall be used as a licensed assisted living residence and twelve (12) apartments in the Property shall be maintained as affordable age-restricted apartments (the "Affordable Unit") which are eligible for COAH credit as provided by N.J.A.C. 5:93-5.16, as it may from time to time be amended.

2. The Owner covenants and agrees to comply with and be bound by one of following affordability controls:

(Choose One)

\_\_\_\_\_ A. \_\_\_\_\_ of the Affordable Units at the Project shall be occupied by and affordable to low-income households, and the balance of the Affordable Units shall be occupied by and affordable to moderate-income households, as the terms "low-income household" and "moderate-income household" are defined in N.J.A.C.5:80-26.2; or

\_\_\_\_\_ B. All of the Affordable Units at the Project shall be occupied by and affordable to households at 60 percent of median income, as median income is defined in N.J.A.C. 5:80-26.2.

3. Rents and fees charged for food and services to residents of the affordable units shall be affordable as provided in N.J.A.C. 5:93-5.16(c) and rent increases shall be considered based upon the entire fee package for rent, food and services. The entire fee package for a studio shall be based on a one person household income and for a one bedroom apartment shall be based on a 1.5 person household income, as provided in N.J.A.C. 5:80-9.14©.

4. The covenants, reservations and restrictions set forth in this Agreement shall be deemed covenants running with the land and shall pass to and be binding upon the Owner, and the Owner's assigns and successors in title to the Property. Each and every contract, deed, mortgage or other instrument hereafter executed covering, pertaining to or conveying the land or any improvements thereto, and any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage or other instruments. If a portion or portions of the Property is conveyed, all such covenants, reservations and restrictions shall run to each portion of the Property.

5. This Agreement and shall be legally enforceable and binding upon the Owner pursuant to the Act for the thirty (30) year period beginning on the date of this Agreement, and shall remain in full force and effect despite the entry of any judgment of foreclosure with respect to any mortgage or other lien secured by the Property.

6. As required by N.J.A.C. 5:93-5.16, the New Jersey Housing and Mortgage Finance Agency has been contracted to administer and monitor the Owner's compliance with the affordability controls and this Agreement on behalf of the Municipality and COAH, and it is agreed that the affordability controls shall be administered as provided in N.J.A.C. 5:80-26.1 et seq., unless a provision thereof is specifically superceded by N.J.A.C. 5:93-5.16.

IN WITNESS WHEREOF, this Agreement is duly executed by the Owner and Municipality on the date first set forth above and by signing below, the Owner acknowledges that it has received a true copy of this Agreement, without charge.

WITNESS/ATTEST

Owner

\_\_\_\_\_

By: \_\_\_\_\_

Borough of Hawthorne, New Jersey

ATTEST

\_\_\_\_\_

By: \_\_\_\_\_

**ACKNOWLEDGMENT**  
(LLC or PARTNERSHIP FORM)

I CERTIFY, that on \_\_\_\_\_, 2003 personally came before me \_\_\_\_\_, and this person acknowledged under oath, to my satisfaction, that (a) this person is the attesting witness to the signing of this document by \_\_\_\_\_, who is \_\_\_\_\_ of \_\_\_\_\_, the Managing Member/General Partner of the LLC/Partnership named herein, and duly authorized to execute this document; (b) this document was signed and delivered by the Managing Member/General Partner as its voluntary act on behalf of the LLC/Partnership; and (c) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
SWORN TO AND SUBSCRIBED  
before me, this \_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
Notary Public or Attorney

**15) Ordinance Establishing R-6 Zone (Lafayette Realty Site Affordable Housing Zone)**

R-A-1  
1814-04

# BOROUGH OF HAWTHORNE PASSAIC COUNTY, NEW JERSEY

Resolution, Introduced by Council Person Van Ry February 4, 2004  
Date

WHEREAS, suit has been instituted against the Borough of Hawthorne by Lafayette Realty Co. with regard to certain property located in the Borough of Hawthorne consisting of approximately 10.36 acres and known as Block 287, Lots 2.01, 3, 29 and 38 ("The Site"); and

WHEREAS, the Borough has entered into a settlement agreement with Lafayette Realty Co. and K. Hovnanian, contract purchaser of the Lafayette Realty site, which calls for, among other things, the rezoning of the property in question; and

WHEREAS, the Municipal Council has introduced an Ordinance creating the R-6 Zoning District, permitting therein the development of a 108 unit market rate development at the site, with contribution in lieu of construction of affordable housing represents at the site; and

WHEREAS, the Master Plan of the Borough of Hawthorne, and specifically the Housing and Land Use Elements thereof, does not currently recognize such use of the property in question or anticipate the creation of such zoning; and

WHEREAS, the Borough has authorized its zoning consultant, Joseph Burgis, to prepare a revised Housing Element and Fair Share Plan reflecting the rezoning of the property anticipated hereby;

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the Borough of Hawthorne that it does hereby enact the aforesaid zoning ordinance, creating the R-6 zoning district, notwithstanding its inconsistency with the Master Plan of the Borough of Hawthorne. The Council does find that the inconsistency is justified based upon the need to settle litigation, the need to provide affordable housing in the Borough, the recommendations of the Borough Attorney and zoning consultant and its review of draft amendments made to the Master Plan previously submitted.

Name	Motion	Second	Yes	No	Abstain	Absent
Bertollo			X			
Goldberg			X			
Matthews			X			
Shortway		X	X			
Sinning			X			
Van Ry	X		X			
Wojtecki			X			

Richard Goldberg  
Richard Goldberg  
Council President

Jean Mele  
Jean Mele, RMC, CMC  
Borough Clerk

**CERTIFICATION**

I, P. Jean Mele, Borough Clerk of the Borough of Hawthorne, County of Passaic, State of New Jersey do hereby certify this copy of Resolution R-A-1 to be a true copy as adopted by the Municipal Council on 2/4/04

Approved as to Form and Legality  
On Basis of Facts Set Forth

[Signature] 2/4/04  
Borough Attorney - Date

P. Jean Mele  
P. Jean Mele, RMC, CMC  
Borough Clerk

Ordinance No. 1814-04

ARTICLE XVIII

R-6 AFFORDABLE HOUSING ZONE

PREAMBLE

WHEREAS, Lafayette is the owner of certain real property located in the Borough of Hawthorne consisting of approximately 10.36 acres and known as Block 287, Lots 2.01, 3.29 and 38 (the site); and

WHEREAS, Lafayette and Hawthorne are parties to a certain lawsuit entitled Lafayette Realty Co. and Delford Gardens, Inc., et. al. vs. The Borough of Hawthorne, et. al., Docket No. PAS-L-1-89 (P.W.) wherein Lafayette made allegation, inter alia that Hawthorne had failed to meet its obligation to create zoning so as to permit the development of low and moderate income housing in accordance with the Mount Laurel doctrine and the Fair Housing Act of the State of New Jersey; and

WHEREAS, during the course of said litigation, Lafayette was granted a Builder's Remedy as to its site thereby permitting development of housing at the site in partial satisfaction of Hawthorne's new construction obligation as determined by the New Jersey Council on Affordable Housing (COAH); and

WHEREAS, through a series of rulings in the Superior Court in the State of New Jersey, Lafayette was granted preliminary site plan approval for the construction of a 136-unit townhouse development at the site (the 136-unit plan); and

WHEREAS, Hawthorne has filed an appeal as to the decisions granting such approval to Lafayette, the same currently pending the Appellate Division of the State of New Jersey under Docket No. A-002805-01T3; and

WHEREAS, the parties, through a series of discussions and negotiations, including input and assistance from the Master assigned to help bring about resolution of the matter and satisfaction of Hawthorne's Fair Share Obligation, have reached settlement whereby Lafayette would be permitted to construct on the site a 108-unit Townhouse development (the 108-unit plan); and

WHEREAS, this ordinance is being enacted to implement the settlement agreement referenced above;

Section 225—114. Purpose

- A. The R-6 Zone is intended to fulfill the mandate of Mount Laurel II and comply with the rules and regulations of the New Jersey Council on Affordable Housing (COAH).
- B. The R-6 Zone is intended solely to meet the terms of the settlement agreement between the Borough of Hawthorne and Lafayette Realty Company and Delford Gardens, Inc., the terms of the same being incorporated herein by reference.

Section 225—115. Definitions

The following definitions shall be used in the interpretation and construction of this Article. Unless provided for specifically in this Section 225—115, the definitions contained in Section 225—3 apply.

Height of Building. The vertical distance measured from the average line of the finished exterior grade at the building line to the highest point of the roof for flat roofs, to the decline of mansard roofs and to the mean height between eaves and ridges for gable, hip and gambrel roofs.

Parking Space. An off-street space available for the parking of one motor vehicle.

Section 225-116. Planning Board Review

The Planning Board of the Borough of Hawthorne is the local municipal authority who shall review all site plans and subdivisions contemplated by this Article, pursuant to the Municipal Land Use Law, P.L. 1975, c.291 (N.J.S.A. 40:55D—1, et seq.).

Section 225-117. Use Regulations

A. Permitted Principal Uses:

A building may be erected or used and the lot may be used or occupied for the following purpose: multifamily residential housing, in buildings with three or more dwelling units, in which units may be located one over another and on more than one floor, including but not limited to rental apartments.

B. Permitted Accessory Uses:

1. Recreation areas for passive and active recreation solely for the residents of the development, including, but not limited to, a swimming pool and clubhouse.
2. A single project identification sign, with an aggregate area of not more than thirty (30) square feet is permitted. In addition to the permanent development identification sign referenced above, the developer is permitted temporary construction and sales signs as necessary to safely guide visitors and properly separate construction traffic from customer traffic having total area of not greater than fifty (50) feet. No temporary sign shall be illuminated and all such temporary signs shall be installed and located in accordance with good traffic engineering practices. All temporary signs shall be removed from the property prior to the issuance of certificates of occupancy for that particular section or phase of the development.
3. An office for a resident or non-resident project manager provided, however, that not more than seven hundred and fifty (750) square feet of floor area on the ground floor may be utilized for this purpose. Further, a temporary construction/sales trailer is permitted on-site during construction.
4. Additional customary accessory structures and uses are permitted if they serve and are incidental to the primary permitted use and include off street parking facilities, storm water detention/retention facilities, one-story maintenance buildings, mail kiosks and fences and walls.

Section 225-118. Maximum Number of Dwelling Units and Dwelling Unit Ratio: The total number of dwelling units in the R-6 Zone shall not exceed 108.

Section 225-119. Minimum Tract Size: Nine (9) acres.

Section 225-120. Maximum Tract Density: A maximum of twelve (12) dwelling units per acre shall be permitted, provided that under no circumstances shall the tract contain more than one hundred eight (108) dwelling units.

Section 225-121 Bulk, Coverage and Other Requirements

- (1) Minimum lot area: Nine (9) acres
- (2) Minimum building setbacks:
  - (a) Thirty (30) feet from all other property lines except that a patio or deck, having a height of not more than three feet, extending not more than twelve feet from the building and having a total area of not more than 120 square feet shall be permitted in the rear yard of any residential unit. In addition, a balcony, extending not more than four feet from the building and having a total area of not more than 40 square feet shall be permitted in the rear yard of any residential unit.
- (3) Minimum distance between buildings:
  - (a) Side to side. Thirty (30) feet
  - (b) Rear to rear. Forty (40) feet
  - (c) Front to front. Fifty (50) feet
- (4) Maximum density: A maximum of twelve (12) dwelling units per acre shall be permitted, provided that under no circumstances shall the tract contain more than one hundred eight (108) dwelling units.
- (5) Maximum lot coverage:

Impervious coverage: Fifty (50) percent.
- (6) Minimum Parking Requirements: Per New Jersey Residential Site Improvement Standards (RSIS). Every dwelling unit shall be provided with one garage space. Driveways in front of a garage may be included in the satisfaction of the parking requirements, provided that the driveway located in front of the garage is used by the garage occupant, and further provided that minimum driveway length of the space in front of the garage is eighteen (18) feet.

No parking area or access roadway except for driveways and aprons providing garage access shall be located closer than six (6) feet to any principal building.

No parking areas shall be located closer to the property line of any residential lot outside the boundaries of the R-6 Zone than the required setback for principal buildings. No parking areas shall be located closer than five (5) feet to an adjacent industrial zone.

Each parking space shall be at least nine (9) feet in width and eighteen (18) feet in length.

(7) Regulations as to Principal Buildings:

- (a) Maximum height. Forty-five (45) feet.
- (b) There shall be no more than eight (8) dwelling units in a continuous building line and not more than sixteen (16) dwelling units in any building.
- (c) Maximum length. Two hundred (200) feet.
- (d) Each dwelling unit shall have at least two (2) exterior walls.

(8) Perimeter Buffer:

Screening shall be provided along the entire perimeter of the site. A minimum 30 foot planted perimeter buffer width shall be provided around the site perimeter. Notwithstanding the same, in areas where screening is inappropriate due to road access, site distance requirements or the location of utilities, this standard shall be relaxed or eliminated. In addition, the perimeter buffer along the southwest border of the property, where the same adjoins houses having frontage on Braen Avenue shall be a minimum of 50 feet wide. On the northwest perimeter of the site, where the same adjoins property fronting on Lafayette Avenue, the minimum planted perimeter buffer shall be 15 feet wide. In areas where a 15 foot wide planted buffer is proposed, the developer shall be required to install, where feasible and to the extent permitted by the adjoining landowner, a planted buffer of up to 15 feet wide on the lands of the adjoining property owner. This perimeter buffer shall be as depicted upon the preliminary plan for development submitted in connection with the Settlement Agreement cross-referenced herein.

The screening shall consist of suitable plant materials and, if determined appropriate, a decorative solid fence. The screening shall be designated so as to form a year-round visual barrier between the site and adjacent properties. Existing trees and shrubs shall be retained in portions of the site not affected by construction. The Planning Board shall consider the adequacy of screening to ensure compliance with this paragraph.

Section 225-122.

A monetary contribution of a maximum of \$625,000 at a per unit cost of \$5,787.00 per unit shall be required, as provided for in the Borough of Hawthorne Housing Element and Fair Share Plan, in fulfillment of the low and moderate income housing obligation associated with this site. See the Borough of Hawthorne Housing Element and Fair Share Plan for details.

Section 225-123.

The following regulations apply to development in the R-6 Zone if the development is proposed as a condominium:

A. Common Open Space

- (1) In order to secure the proper improvement and maintenance of all common open space in the condominium, the developer shall provide for and establish an organization for the ownership and maintenance of any common open space, to which organization said open space shall be deeded absolutely. Such organization shall not be dissolved nor shall it dispose of any common space, by sale or otherwise, except to an organization conceived and established to own and maintain common open space, without first offering to dedicate the same to the Borough or governmental agency designated by the Borough. The Planning Board shall make findings concerning the operation of the organization to be established for the ownership and maintenance of any common open space. It shall require the following assurances, in form and substance approved by the Planning Board:
  - (a) Time when organization is to be created; form of by-laws; deed covenants for protection of all parties concerned.
  - (b) Mandatory or automatic nature of membership in the organization by resident or successor, and permanence of open space safeguards.
  - (b) Liability of organization for insurance, taxes, and maintenance of all facilities.
  - (c) Provision for pro rata sharing of costs and assessments.
  - (d) Capacity of the organization to administer common facilities and preserve the benefits of common open space.
  
- (2) In the event that the organization to own and maintain common open space, or any successor organization, shall at any time after establishment of the condominium fail to maintain the common open space, streets, walks, drainage, and other site improvements in reasonable order and condition in accordance with the approved site plan, the Borough may serve written notice upon such organization or upon the owners of all dwelling units in the development setting forth the manner in which the organization has failed to maintain the common open space in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be cured within thirty (30) thereof and shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of notice. At such hearing the Borough may modify the terms of the original notice as to the deficiencies and may give an extension of time within which shall be cured. If the deficiencies set forth in the original notice or in the modification thereof shall not be cured within said thirty (30) days or any extension thereof, the Borough, in order to preserve the taxable value of the properties within the condominium and to prevent the common open space from becoming a public nuisance, may enter upon said common open space, and maintain the same for a period of one (1) year. Said entry and maintenance shall not vest in the public any rights to use the common open space except when the same is voluntarily dedicated by the owners and accepted by the public. Before the expiration of said year, the Borough shall, upon its initiative or upon the request of the organization theretofore responsible for the maintenance of the common open space, call a public hearing upon notice to such organization or to the owners of the development, to be held by the Borough, at which hearing such organization or the owners of the development shall show cause

why such maintenance by the Borough shall not, at the election of the Borough, continue for a succeeding year. If the Borough shall determine that such organization is ready and able to maintain such common open space in reasonable condition, the Borough shall cease to maintain said common open space at the end of said year. If the municipality shall determine such organization is not ready and able to maintain said common open space in a reasonable condition, the Borough may, in its discretion, continue to maintain said common open space during the next succeeding year and subject to a similar hearing and determination in each year thereafter. The decision of the Borough in any such case shall constitute a final administrative decision subject to judicial review.

The cost of such maintenance by the Borough shall be assessed proportionally with the real estate assessment against the owners within the condominium that have a right of enjoyment of the common open space, and shall become a tax lien on said properties. The borough at the time of entering upon said common open space for the purpose of maintenance shall file a notice of such lien in the office of the County Clerk upon the properties affected by such lien within the development.

#### Section 225-124

All projects shall provide and connect to public water supply and public sanitary collection systems.

#### Section 225-125

The project engineer shall design all components of the surface drainage system in accordance with the requirements of RSIS.

#### Section 225-126

Seeding, sodding, and other planting shall be applied to stabilize topsoil and enhance the appearance of open areas. Vegetation shall be re-established on all disturbed areas in accordance with and under the authority of the Hudson-Essex-Passaic Soil Conservation District Standards.

#### Section 225-127

Where streams are improved or altered or detention ponds created, adequate provisions will be made to protect the slopes along the water to prevent erosion in accordance with Hudson-Essex-Passaic Soil Conservation District standards.

#### Section 225-128

Refuse stations, where required, shall be designed and located so as to be convenient for garbage removal. All refuse pick-up stations must be screened from view.

#### Section 225-129

Adequate lighting must be provided in all outdoor areas which are designed for use by occupants after dark. Site lighting is to provided along roadway and parking areas, providing an average

maintained light level of 0.5 footcandle, with poles not exceeding 20 feet in height, utilizing metal halide luminaries. The maximum light level at the property lines is not to exceed 0.25 footcandle. Lighting shall be located and or shielded to avoid shining directly into habitable room windows in the project or into private outdoor open space which is associated with dwelling units.

#### Section 225-130

In areas not subject to regrading existing trees shall not be disturbed except as determined by the Borough Engineer to be necessary for the completion of the project.

#### Section 225-131

If development occurs in stages or sections, each stage or section shall be self-sustaining with regard to access, parking, utilities, open space and similar physical features and capable of substantial occupancy, operation and maintenance upon completion of construction and development.

#### Section 225-132. Site Plan Submission Requirements

The site plan shall include the following:

1. A title block shall be indicated in the lower right-hand corner of the plan and shall include the name and address of the record owner, including the block and lot number of the site; the title of the development; and the name, address, license number and seal of the person preparing the plan. If the owner is a corporation, the name and address of the president and secretary shall be submitted with the application.
2. A date block of the site plan adjacent to the title block containing the date of preparation. All subsequent revisions shall be clearly noted and dated.
3. A key map showing the location of the tract with reference to surrounding areas and existing street intersections within five hundred (500) feet of the boundaries of the subject premises.
4. A place for the signatures of the Chairman of the Board, Secretary of the Board, and Borough Engineer.
5. A scale of not less than fifty (50) feet to the inch shall be used and a graphic representation of the scale shall be displayed, and a North arrow. All distances and dimensions shall be in feet and decimals of a foot, and all bearings shall be given to the nearest ten (10) seconds. In the case of an exceptionally large tract of land, a scale of not less than one hundred (100) feet to the inch may be employed.
6. The names of all owners of adjacent property within two hundred (200) feet of the subject premises, together with the block and lot number of the said property, as shown on the current municipal tax records.

7. Zone boundaries shall be shown on the site plan as they affect the parcel. Adjacent zone districts within two hundred (200) feet shall also be indicated. Such features may be shown on a separate map or as a key on the detail map itself.
8. A certified survey showing boundaries of the property, required building or setback lines from existing and proposed streets, lots and areas dedicated to public use, including grants, restrictions and rights-of-way, lot area.
9. Reference to any existing covenants, deed restrictions, easements or exceptions that are in effect or are intended to cover all or any of the tract. A copy of such covenant, deed restriction, easement or exception shall be submitted with the application. If there are no known covenants, deed restrictions, easements or exceptions affecting the site, a notation to that effect shall be indicated on the site plan map.
10. Location of existing buildings on the site which shall remain, including all existing setback dimensions, and all other structures such as walls, fences, culverts, bridges, roadways, etc., with spot elevations of such structures. Structures to be removed shall be indicated by dashed lines; structures to remain shall be indicated by solid lines.
11. All distances as measured along the right-of-way lines of existing streets abutting the property to the nearest intersection with any other street.
12. Location plans and elevations of all proposed buildings and other structures, including required yard and setback areas, building height in feet and stories, lot coverage and improved lot coverage calculations.
13. Location, height, dimensions and details of all signs, either freestanding or affixed to a building. Where signs are to be provided, a notation to that effect shall be indicated on the site plan.
14. Location of all storm drainage structures, soil erosion and sediment control devices and utility lines, whether publicly or privately owned, with pipe sizes, grades and direction of flow. The estimated location of the said existing underground utility lines shall be shown.
15. Existing and proposed contours, referred to United States Coast and Geodetic Survey datum, with a contour interval of one (1) foot for slopes of three (3) percent or less, and interval of two (2) feet for slopes of more than three (3) percent but less than fifteen (15) percent and an interval of five (5) feet for slopes of fifteen (15) percent or more. Existing contours are to be identified by dashed lines and proposed contours are to be identified by solid lines.
16. Location of existing rock outcrops, high points, watercourses, depressions, ponds, marshes, wooded areas and other significant existing features, including previous flood elevations of watercourses, where available, and pond and marsh areas, as may be determined by survey. Unusual major conditions affecting the subject property or surrounding areas shall be indicated.

17. All proposed streets with profiles, indicating grading, and typical cross sections showing width of roadway, location and width of sidewalks, where required, and location and size of utility lines, according to RSIS standards and specifications.
18. The proposed use or uses of land and buildings and proposed location of buildings, including proposed grades. Floor plans and area of all building and estimated number of employees, housing units and other capacity measurements where required, shall also be indicated. If the precise use of the building is unknown at the time of application, an amended plan showing the proposed use shall be required prior to a certificate of occupancy.
19. All means of vehicular ingress and egress to and from the site onto public or private streets, showing the size and location of driveways and curb cuts, including the possible organization of traffic channels, acceleration and deceleration lanes, additional width and other traffic controls which may be required. Improvements such as roads, curbs, sidewalks and other design details shall be indicated, including dimensions of parking stalls, access aisles, curb radii and direction of traffic flow in accordance with applicable provisions of RSIS.

No other items shall be required on the checklist for completeness in this zone.

#### **Section 225-133. Retaining Walls**

A single retaining wall may be located in the perimeter buffer area having a height not in excess of 10 feet and a length not in excess of 50 feet. Retaining walls located in the interior of the project and not in the buffer area shall not exceed 15 feet in height. Where retaining walls exceed 10 feet, appropriate fencing and hostile vegetation shall be provided.

**Section 3.** The zoning map of the Borough of Hawthorne, established by Section 225-5 of the Code of the Borough of Hawthorne, shall be and hereby is amended and revised to add thereto the R-6 Affordable Housing Zone, and to designate and fix the boundaries of said zone to include only Lots 2.01, 3, 29 and 38 in Block 287, as shown on the Tax Assessment Map of the Borough of Hawthorne, other than that portion of Block 287, Lot 2.01 having frontage on Hopper Street and containing thereon a single family home, consisting of approximately .25 acres of land, which is the subject of a pending subdivision application as referenced in the settlement agreement, which shall retain its existing zoning. The above provisions of this Section 3 shall be added to and become part of Schedule I of Chapter 225, established by Section 225-6-A.

**Section 4.** In the event of any inconsistency between the terms of the Borough Subdivision of Land and Zoning Ordinance and this Ordinance or the Settlement Agreement, this Ordinance and the Settlement Agreement shall control. All provisions of the Borough Subdivision of Land and Zoning Ordinance or any other Ordinance which are inconsistent with the terms of this Ordinance or the Settlement Agreement, shall be inapplicable to an application in the R-6 Zone to the extent of such inconsistency with the provisions of this Ordinance or the Settlement Agreement.

Without limiting the generality of this Section 4 of this Ordinance, Sections 190-10, 13, 14, 15, 16 and 17 shall be inapplicable to an application for site development in the R-6 Zone. Section 225-8 C, D, E, F, O, Q and R shall also be inapplicable to an application for site development in the R-6 Zone. Section 225-113A, with respect to findings, shall be inapplicable to an application for site development in the R-6 Zone. The Planning Board shall determine

whether the application complies with the standards of this Ordinance and the Settlement Agreement. Borough Ordinances 1619, regulating tree removal, 1620, regulating steep slopes, and 1621, regulating soil movement, shall be inapplicable to an application for site development in this zone, pursuant to this ordinance.

Section 5. In the event any section, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this ordinance. This ordinance shall take effect immediately upon passage and publication as required by law.

Section 6. This Ordinance shall take effect twenty (20) days after final adoption and publication as provided by law.

Richard Goldberg  
Council President

Attest:  
Jean Mele, RMC  
Borough Clerk

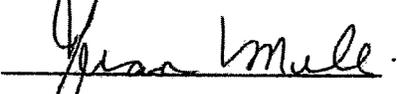
NOTICE OF PENDING ORDINANCE

The Ordinance published herewith was introduced and passed upon first reading at a meeting of the Municipal Council of the Borough of Hawthorne, in the County of Passaic, New Jersey, held on January 7, 2004. It will be further considered for final passage after public hearing thereon, at a meeting of said Municipal Council to be held in the Municipal Building, 445 Lafayette Avenue, in said Borough on February 4, 2004, at 8:00 p.m., at which time and place all interested members of the public who desire will be given an opportunity to be heard in connection with said Ordinance, and during the week prior to and up to and including the date of such meeting, copies of said Ordinance will be made available at the Clerk's Office in said Municipal Building to the members of the general public who shall request the same.

Jean Mele, RMC  
Borough Clerk

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF AN ORDINANCE ADOPTED BY THE MUNICIPAL COUNCIL OF THE BOROUGH OF HAWTHORNE AT A REGULAR MEETING ON 2/4/04.

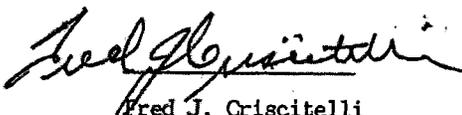
ATTEST:



Jean Mele, RMC, CMC  
Borough Clerk



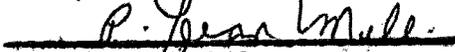
Richard Goldberg  
Council President



Fred J. Criscitelli  
Mayor

APPROVED

**CERTIFICATION**  
I, P. Jean Mele, Borough Clerk of the Borough of Hawthorne, County of Passaic, State of New Jersey do hereby certify this copy of Ordinance No. 1814-04 to be a true copy as adopted by the Municipal Council on 2/4/04.

  
P. Jean Mele, RMC, CMC  
Borough Clerk

16) **Ordinance Establishing R-8 Supportive Housing Zone**

**ARTICLE XIX**

**R-8 SUPPORTIVE HOUSING ZONE**

WHEREAS, the Borough of Hawthorne is a party to a certain lawsuit entitled Lafayette Realty Co. and Delford Gardens, inc, et al vs Borough of Hawthorne, et al, Docket No. PAS-L-1-89 (PW) wherein Lafayette Realty made allegations, inter alia that Hawthorne had failed to meet its obligation to create zoning so as to permit the development of low and moderate income housing in accordance with the Mount Laurel doctrine and the Fair Housing Act of the State of New Jersey; and

WHEREAS, during the course of said litigation, Lafayette was granted a Builder's Remedy as to its site thereby permitting development of housing at the site in partial satisfaction of Hawthorne's new construction obligation as determined by the New Jersey Council On Affordable housing; and

WHEREAS, the parties, through a series of discussions and negotiations, including input and assistance from the Court Master assigned to this case, reached a settlement whereby Lafayette would be permitted to construct on its site a total of 108 townhouse units; and

WHEREAS, as part of the aforementioned settlement, and in further satisfaction of Hawthorne's obligation to permit the development of low and moderate income housing, the Borough of Hawthorne proposed to rezone property owned by the Borough and located in or about the area of North Tenth Street for supportive housing; and

WHEREAS, this ordinance is being enacted to implement this component of the settlement and in furtherance of Hawthorne's obligation as referenced above.

Section 225-132. Purpose

- A. The R-8 Zone is intended to fulfill the mandate of the Mount Laurel II and comply with the rules and regulations of the New Jersey Council on Affordable Housing (COAH).
- B. The R-8 Zone is intended solely to meet the terms of the settlement agreement between the Borough of Hawthorne and Lafayette Realty Company and Delford Gardens, Inc. and in furtherance of Hawthorne's obligation to permit the development of low and moderate income housing.
- C. Whenever any Section of this Ordinance conflicts with any provision of any other Ordinance, the provisions of this Ordinance shall apply.

Section 225-133. Definitions

The following definitions shall be used in the interpretation and construction of this Article. Unless provided for specifically in this Section 225-133, the definitions contained in Section 225-3 apply.

Alternative Living Arrangement. A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas.

Section 225-134. Planning Board Review

The Planning Board of the Borough of Hawthorne is the local municipal authority who shall review all site plans contemplated by this Article, pursuant to the Municipal Land Use Law, P.L. 1975, c. 291 (N.J.S.A. 40:55D-1, et seq.).

Section 225-135. Use Regulations

A. Permitted Principal Use:

1. Alternative Living Arrangement Home

B. Permitted Accessory Uses:

1. Recreation areas for passive and active recreation solely for the residents of the development.
2. A single project identification sign, with an aggregate area of not more than twenty (20) square feet is permitted.
3. Additional customary accessory structures and uses are permitted if they serve, and are incidental to, the primary permitted use, including such accessory uses as off street parking facilities, storm water detention/retention facilities, and fences and walls as regulated elsewhere in the zoning ordinance. Additionally one caretaker's unit shall be permitted.

Section 225-136. Bulk Requirements Developments in this zone are required to meet each of the following requirements:

- |    |                                   |                                       |
|----|-----------------------------------|---------------------------------------|
| 1  | Minimum Lot Area:                 | 0.5 acres.                            |
| 2. | Minimum Lot Width:                | 100 feet                              |
| 3. | Minimum Yards:                    |                                       |
|    | Front                             | 10 feet                               |
|    | Side                              | 10/25 total feet                      |
|    | Rear                              | 20 feet                               |
| 4  | Maximum Density:                  | 22 du/ac.                             |
| 5. | Maximum Bldg Height:              | 3 stories/40 feet.                    |
| 6. | Maximum Bldg/Impervious Coverage: | 50/75 percent                         |
| 7. | Minimum Affordable Units:         | 12 units.                             |
| 8. | Parking:                          | 10 9x18 ft spaces w/24 ft wide aisles |

Section 225-137. Regulations as to Access. Access shall be no more than required in order to meet the public health, safety and welfare of the residents and guests.

Section 225-138 Surface Drainage.

The project engineer shall design all components of the surface drainage system in accordance with the requirements of RSIS.

Section 225-139 Soil Erosion Control.

Seeding, sodding, and other planting shall be applied to stabilize topsoil and enhance the appearance of open areas. Vegetation shall be re-established on all disturbed areas in accordance with and under the authority of the Hudson-Essex-Passaic Soil Conservation District Standards, if required.

Section 225-140. Site Plan Submission Requirements

The site plan shall include the following:

1. A title block shall be indicated in the lower right-hand corner of the plan and shall include the name and address of the record owner, including the block and lot number of the site; the title of the development; and the name, address, license number and seal of the person preparing the plan. If the owner is a corporation, the name and address of the president and secretary shall be submitted with the application.
2. A date block of the site plan adjacent to the title block containing the date of preparation. All subsequent revisions shall be clearly noted and dated.
3. A key map showing the location of the tract with reference to surrounding areas and existing street intersections within five hundred (500) feet of the boundaries of the subject premises.
4. A place for the signatures of the Chairman of the Board, Secretary of the Board, and Borough Engineer.
5. A scale of not less than fifty (50) feet to the inch shall be used and a graphic representation of the scale shall be displayed, and a North arrow. All distances and dimensions shall be in feet and decimals of a foot, and all bearings shall be given to the nearest ten (10) seconds. In the case of an exceptionally large tract of land, a scale of not less than one hundred (100) feet to the inch may be employed.
6. The names of all owners of adjacent property within two hundred (200) feet of the subject premises, together with the block and lot number of the said property, as shown on the current municipal tax records.
7. Zone boundaries shall be shown on the site plan as they affect the parcel. Adjacent zone districts within two hundred (200) feet shall also be indicated. Such features may be shown on a separate map or as a key on the detail map itself.
8. A certified survey showing boundaries of the property, required building or setback lines from existing and proposed streets, lots and areas dedicated to public use, including grants, restrictions and rights-of-way, lot area.
9. Reference to any existing covenants, deed restrictions, easements or exceptions that are in effect or are intended to cover all or any of the tract. A copy of such covenant, deed restriction, easement or exception shall be submitted with the application. If there are no known covenants, deed restrictions, easements or exceptions affecting the site, a notation to that effect shall be indicated on the site plan map.
10. Location of existing buildings on the site which shall remain, including all existing setback dimensions, and all other structures such as walls, fences, culverts, bridges, roadways, etc., with spot elevations of such structures. Structures to be removed shall be indicated by dashed lines; structures to remain shall be indicated by solid lines.
11. All distances as measured along the right-of-way lines of existing streets abutting the property to the nearest intersection with any other street.

12. Location plans and elevations of all proposed buildings and other structures, including required yard and setback areas, building height in feet and stories, lot coverage and improved lot coverage calculations.
13. Location, height, dimensions and details of all signs, either freestanding or affixed to a building. Where signs are not to be provided, a notation to that effect shall be indicated on the site plan.
14. Location of all storm drainage structures, soil erosion and sediment control devices and utility lines, whether publicly or privately owned, with pipe sizes, grades and direction of flow. The estimated location of the said existing underground utility lines shall be shown.
15. Existing and proposed contours, referred to United States Coast and Geodetic Survey datum, with a contour interval of one (1) foot for slopes of three (3) percent or less, and interval of two (2) feet for slopes of more than three (3) percent but less than fifteen (15) percent and an interval of five (5) feet for slopes of fifteen (15) percent or more. Existing contours are to be identified by dashed lines and proposed contours are to be identified by solid lines.
16. Location of existing rock outcrops, high points, watercourses, depressions, ponds, marshes, wooded areas and other significant existing features, including previous flood elevations of watercourses, where available, and pond and marsh areas, as may be determined by survey. Unusual major conditions affecting the subject property or surrounding areas shall be indicated.
17. All proposed streets with profiles, indicating grading, and cross sections showing width of roadway, location and width of sidewalks, where required, and location and size of utility lines, according to community standards and specifications.
18. The proposed use or uses of land and buildings and proposed location of buildings, including proposed grades. Floor plans and area of all building and estimated number of employees, housing units and other capacity measurements where required, shall also be indicated. If the precise use of the building is unknown at the time of application, an amended plan showing the proposed use shall be required prior to a certificate of occupancy.
19. All means of vehicular ingress and egress to and from the site onto public or private streets, showing the size and location of driveways and curb cuts, including the possible organization of traffic channels, acceleration and deceleration lanes, additional width and other traffic controls which may be required. Improvements such as roads, curbs, sidewalks and other design details shall be indicated, including dimensions of parking stalls, access aisles, curb radii, direction of traffic flow and other conditions as may be required in the Zoning Ordinance or applicable provisions of RSIS.

Section 3. The Borough's Steep Slope regulations are not applicable to the R-8 Zone.

Section 4. The zoning map of the Borough of Hawthorne, established by Section 225-5 of the Code of the Borough of Hawthorne, shall be and hereby is amended and revised to add thereto the R-8 Supportive Housing Zone, and to designate and fix the boundaries of said zone to include only Lots 4 & 5 in Block 7, and Lot 10, Block 6 as shown on the Tax Assessment Map of the Borough of Hawthorne. The above provisions of this Section 3 shall be added to and become part of Schedule I of Chapter 225, established by Section 225-6-A.

Section 5. This ordinance shall take effect within 20 following passage and publication as required by law.

**17) Resolution Regarding Sale of Property to CDC**

R-3

*Borough of Hawthorne*  
*Passaic County, New Jersey*

Resolution introduced by Council Person \_\_\_\_\_ Date 7/21/04

WHEREAS, the Borough of Hawthorne (Hawthorne) has entered into an agreement with Community Development Corporation of New Jersey (CDC) whereby Hawthorne has agreed to convey to CDC certain Borough owned lands, thereby allowing CDC to construct thereon a supportive housing facility; and

WHEREAS, the said development of supportive housing by CDC is in furtherance of Hawthorne's obligation to create affordable housing, as more specifically detailed in the proposed Housing Element and Fair Share Plan, and for which Hawthorne now seeks a Judgment of Repeal in the Superior Court of the State of New Jersey; and

WHEREAS, CDC has received a grant from the United States Department of Housing and Urban Development (HUD), whereby a sum of approximately \$1,250,000.00 has been made available to CDC; and

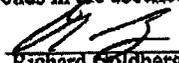
WHEREAS, based upon construction estimates and a pro forma funding model created by CDC, there is a shortfall of approximately \$750,000.00 in the funding formulation; and

WHEREAS, CDC has made application to the State of New Jersey, in a plan endorsed by Hawthorne, for funding in the amount of \$751,400.00 by way of Balanced Housing funds; and

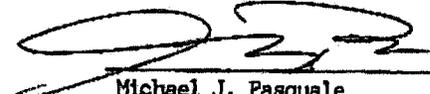
WHEREAS, CDC has agreed that in the event the application for Balanced Housing Funds is denied in whole or in part or is insufficient for purposes of completing the development, it will seek funds from other alternative funding sources including but not limited to the sale of existing property owned by CDC in the City of Paterson or application to the Federal Home Loan Bank; and

WHEREAS in the event funding through the State of New Jersey Balanced Housing Fund, the sale of property, a loan through the Federal Home Loan Bank or other funding mechanism fails to provide adequate funding to complete the project proposed by CDC, the Borough of Hawthorne would be obligated to provide sufficient funding so as to address any shortfall in funding;

NOW THEREFORE BE IT RESOLVED, that the Municipal Council of the Borough of Hawthorne does agree to fund any shortfall in its affordable housing program, as more particularly detailed above, due to inadequate funding or other reason, including the issuance of bonds in the absence of other resources for such purpose.

  
Richard Goldberg  
Council President

Jean Meis, RMC, CMC  
Borough Clerk

  
Michael J. Pasquale  
Borough Attorney

Name	Motion	Second	Yes	No	Abstain	Absent
Bortollo						
Goldberg						
Matthews						
Shortway						
Stinning						
Van Ry						
Wojtowicki						

**18) Resolution Designating Community Grants & Planning PA Administrator of Rehabilitation Program**

R-6

# Borough of Hawthorne

Passaic County, New Jersey

Resolution introduced by Council Person

Van Ryj

April 14 2003

Date

WHEREAS, as part of its Housing Element and Fair Share Plan, the Borough of Hawthorne concluded that it had an obligation to provide funding for the rehabilitation of 19 units of residential housing; and

WHEREAS, in order to fund such rehabilitation program, the Borough adopted a Developer's Fee Ordinance, committing funds raised thereunder to a housing trust for the purposes set forth above; and

WHEREAS, the Borough also has adopted a resolution declaring an intent to bond any shortfall resulting from the failure to raise sufficient funds by virtue of the Developer's Fee Ordinance; and

WHEREAS, COAH regulation requires that the commitment of the Borough to fund such program includes a commitment to fund one-third of the total sum to be raised or \$64,000 within one year of Court approval of the plan; and

WHEREAS, COAH regulation also requires the designation of an experienced entity to administer the rehabilitation program in accordance with the terms of the Housing Element and Fair Share Plan and COAH rule as it now exists or may hereafter be amended; and

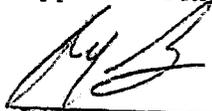
WHEREAS, the Administration and Borough Attorney have solicited quotations from several entities having experience in providing such services; and

WHEREAS, the Administration and Attorney has indicated that the award of contract and designation of Community Grants and Planning would not be subject to the requirements of the Local Public Contracts Law as unspecifiable, extra-ordinary services and professional services;

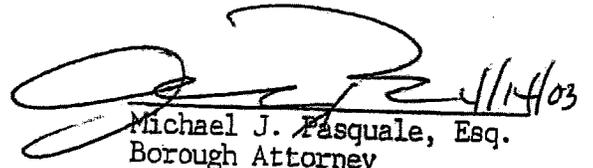
NOW THEREFORE IT IS HEREBY RESOLVED, by the Municipal Council of the Borough of Hawthorne that it does hereby designate Community Grants and Planning of East Windsor, New Jersey, as administrator of its rehabilitation program as more fully set forth in the aforesaid Housing Element and Fair Share Plan, Developer's Fee Ordinance and COAH rule and regulation; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk be authorized to execute a contract memorializing the same, consistent with the proposal annexed hereto; and

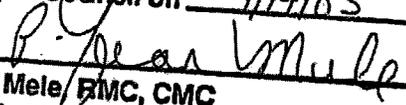
BE IT FURTHER RESOLVED, that the Hawthorne Municipal Council does commit itself to provide funding for any shortfall experienced in connection with Developer's Fee Ordinance and funds raised thereunder by committing to fund up to \$64,000 of the program cost within one year of approval of its plan by the Superior Court of the State of New Jersey.

  
 Richard Goldberg  
 Council President

  
 Jean Mele, RMC, CMC  
 Borough Clerk

  
 Michael J. Pasquale, Esq.  
 Borough Attorney

Name	Motion	Second	Yes	No	Abstain	Absent
Bennett			X			
Cuccinello			X			X
Goldberg			X			
Metzler			X			
Shortway		X	X	X		
Sinning			X			
Van Ry	X		X	X		

**CERTIFICATION**  
 I, P. Jean Mele, Borough Clerk of the Borough of Hawthorne, County of Passaic, State of New Jersey do hereby certify this copy of Resolution R-6 to be a true copy as adopted by the Municipal Council on 4/14/03  
  
 P. Jean Mele, RMC, CMC  
 Borough Clerk

**19) Executed Contract Between Borough and Community Grants and Planning PA**

Borough of Hawthorne  
445 Lafayette Avenue  
Hawthorne, New Jersey 07506

CONTRACT FOR: **Administration of the Housing Rehabilitation Program**

This Contract made this 12th day of February 2004, by and between:

The Borough of Hawthorne, a Municipal  
Corporation of the State of New Jersey  
with offices at 445 Lafayette Avenue  
Hawthorne, New Jersey 07506, ("Borough"),

and the CONTRACTOR:

Community Grants & Planning

569 Abbington Drive, Suite E

East Windsor, N.J. 08520-5812

The Borough and Contractor hereby agree as follows:

1. Scope of Work

The Contractor/Supplier agrees to furnish the services/materials/equipment/supplies specified in the Contract Documents in accordance with the terms of Contractor's bid proposal dated 3/2003 and the Borough's notice of award of same dated 4/14/03.

2. Time of Completion; Liquidated Damages

The Contractor shall proceed with the aforesaid work in a prompt and diligent manner and shall to the several parts thereof at such time and in such order as the Director or his designee may direct. The Contractor shall complete the whole of said work in accordance with the aforesaid Contract Documents, Plans, and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning, or subcontracting, without prior approval of the Director.

In the event of default of completion within the time so fixed, the Contractor shall pay to the Borough of Hawthorne liquidated damages as set forth in the bid document. Delay in performance under this Contract shall cause damage to the Borough in an amount which is not readily ascertainable, but which is nonetheless substantial. Said amount shall be liquidated damages, but shall not serve as a waiver of the Borough's right to pursue any and all available remedies in law and in equity against the Contractor.

3. Contract Sum

Based upon the unit prices and/or lump sum set forth in the bid Proposal, the amount of the Contract, subject to the Borough's requirements, is as set forth on the attached copy of the Bid Proposal Price Summary Page, in the amount of 20% of Eligible Housing Rehabilitation Costs as proposed.

4. Hold Harmless Agreement

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify and save harmless the Borough and its officers, against and from all suits and costs of every description, including but not limited to costs of legal and any claims under the prevailing Wage Rate laws, and from all damages which may be brought against the Borough or any of its officers, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective materials used by the Contractor in the work, or through any act or omission on the part of the Contractor or his agent or agents.

5. Payment to Contractor

In consideration of the Contractor's agreements set forth herein, the Borough hereby agrees to pay the Contractor for the materials, when supplied in accordance with the specifications at the unit prices or lump sum prices bid for the respective items, the said payments to be made in accordance with the provisions contained in the Contract Documents.

6. Contract Documents

The Contract documents as defined in the General Conditions and Instructions to Bidders, are incorporated herein and made a part hereof by reference.

**7. Affirmative Action Regulations**

The Contractor specifically agrees to comply with the affirmative action requirements set forth in the General Conditions and Instructions to Bidders as well as any other affirmative action requirements set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above

**Borough of Hawthorne**

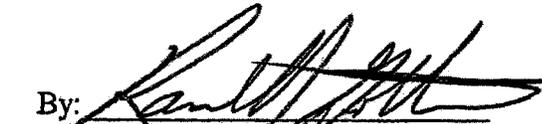
ATTEST:

  
P. Jean Mele  
Borough Clerk

By:   
Fred J. Criscitelli  
Mayor

(Seal)

  
Secretary/Treasurer  
(Corp. Seal)

By:   
Contractor

MUNICIPAL ACKNOWLEDGEMENT FORM

STATE OF NEW JERSEY}

} ss:

COUNTY OF PASSAIC }

BE IT REMEMBERED on this 19 day of February, 2004, before me the subscriber, a notary public of the State of New Jersey, personally appeared, P. Jean Mele, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Borough Clerk of the Borough of Hawthorne, that Fred J. Criscitelli is the Mayor; that the execution as well as the making of the within instrument has been duly authorized by a proper resolution of the Council of the Borough of Hawthorne; and the seal affixed to said instrument signed and delivered by said Fred J. Criscitelli, Mayor, as and for his voluntary act and deed of said municipal corporation, in the presence of deponent, who thereupon subscribed her name thereto as witness.

P. Jean Mele  
P. Jean Mele, R.M.C.  
Borough Clerk, Borough of Hawthorne

Sworn and subscribed to before me this  
19<sup>th</sup> day of February, 2004  
Janet E. Reenstra L.S.  
Notary Public in the State of New Jersey

My commission expires on \_\_\_\_\_, 20\_\_

JANET E. REENSTRA (Seal)  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 01/02/09



LEGAL NOTICE

BOROUGH OF HAWTHORNE  
ORDINANCE NO. 1731

AN ORDINANCE TO FURTHER AMEND AND SUPPLEMENT THE CODE OF THE BOROUGH OF HAWTHORNE TO ESTABLISH REQUIREMENTS FOR CONTRACTS FOR PROFESSIONAL SERVICES.

BE IT ORDAINED by the Municipal Council of the Borough of Hawthorne, in the County of Passaic and State of New Jersey, that:

Section 1. Chapter 7 CLAIMS PROCEDURE, of the Code of the Borough of Hawthorne, shall be and hereby is amended and supplemented by inserting a new Section 7-6 therein as follows:

§7-6 Contracts For Professional Services.

Supplementing the provisions of N.J.S.A. 40A:11-1, et seq. and in accordance with the authority contained in N.J.S.A. 40A:11-14, all contracts for professional services awarded in accordance with N.J.S.A. 40A:11-5(1) (a) (i) shall be subject to the further provisions and regulations contained herein.

§7-6.1 Fees. Such contracts may include fees based upon hourly rates, or other unit costs for services, but in every such contract there shall be included a statement of the maximum amount authorized to be expended under such contract, which amount shall be not more than the amount of funds certified to be available for said purpose by the Treasurer.

§7-6.2 Limitation on Services. No services shall be performed under said contract, the cost of which shall exceed the maximum amount authorized to be expended, except upon specific approval of the Council, which shall, to the extent practical, be requested by the Department Director or other official responsible for the administration of the contract, prior to the time that the cost of such services exceeds the authorized amount of the contract. In no event shall a request for increased authorization be submitted later than the time that the services already performed have resulted in a cost overrun, or additional obligation, which exceeds the authorization by twenty (20%) percent thereof, unless approved subject to §7-6.3.

§7-6.3 Exceptional Circumstances. In the event that the request for additional authorization is submitted after the services performed have resulted in an increase in cost, constituting an overrun or additional obligation in excess of the amount authorized by more than twenty (20%) percent, then and in such event, the Council shall not authorize or approve any payments for such obligations in excess of twenty (20%) unless there is a showing of:

- a) Extraordinary or exceptional circumstances resulting in such overrun, and
- b) Inability of the contractor and the officer administering such contract to reasonably foresee that the cost of the services under such contract would exceed by more than twenty (20%) percent of the amount authorized thereunder.

§7-6.4 A copy of this Ordinance shall be attached to and made a part of all contracts for Professional Services hereafter entered into by the Borough of Hawthorne.

Section 2. This Ordinance shall take effect twenty (20) days after final adoption and publication as provided by law.

John Lane  
Council President

Attest:  
Jean Mele, RMC  
Borough Clerk

NOTICE OF PENDING ORDINANCE

The Ordinance published herewith was introduced and passed upon first reading at a meeting of the Municipal Council of the Borough of Hawthorne, in the County of Passaic, New Jersey, held on September 1, 1999. It will be further considered for final passage after public hearing thereon at a meeting of said Municipal Council to be held in the Municipal Building, 445 Lafayette Avenue, in said Borough on October 6, 1999, at 8:00 pm, at which time and place all interested members of the public who desire will be given an opportunity to be heard in connection with said Ordinance.

Jean Mele, RMC  
Borough Clerk

September 9, 1999  
Hawthorne Press fees .....\$84.24

NUJARY PUBLIC OF NEW JERSEY  
My Commission Expires July 16, 2002

LEGAL NOTICE

ADOPTION OF ORDINANCE 1731  
"AN ORDINANCE TO FURTHER AMEND AND SUPPLEMENT THE CODE OF THE BOROUGH OF HAWTHORNE TO ESTABLISH REQUIREMENTS FOR CONTRACTS FOR PROFESSIONAL SERVICES."

was adopted by the Municipal Council of the Borough of Hawthorne, Passaic County, New Jersey, on the 6th day of October, 1999.

Jean Mele, RMC  
Borough Clerk

October 14, 1999  
Hawthorne Press fees

## **Exhibit A**

(Revised 1994)

P.L. 1975, C. 127 (N.J.A.C. 17:27)

### **MANDATORY AFFIRMATIVE ACTION LANGUAGE**

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

**APPENDIX II**

**STRUCTURAL CONDITIONS SURVEY & FORMS**

## APPENDIX II-A

### STRUCTURAL CONDITION SURVEY

COAH's methodology provides that, for the 1987-1999 housing-need cycle, Hawthorne has a pre-credited need for 192 low and moderate income dwelling units. This figure includes 134 indigenous-need units and 58 present-need and prospective-need units, as adjusted by the COAH methodology.

The COAH regulations recognize that its estimate of substandard units occupied by lower income households may be either high or low. Consequently, they have established a procedure whereby one may present data that may be used to alter COAH's census-generated indigenous-need estimates. This procedure takes the form of a structural conditions survey of the municipality's existing housing stock. As explained in the COAH regulations, "the survey requires an exterior inspection to determine if a housing unit is substandard. It then provides for the use of census data to estimate the number of substandard units occupied by low or moderate income households".

The survey form utilized for the purposes of this study is presented on an accompanying page. It mirrors the form content required by COAH. It divides the exterior structure of a building into seven components. The foundation, siding and walls, and roof and chimney are considered major systems. The remaining components (identified on the form) are considered minor components.

The Borough's housing officer and associate were the individuals who did the actual exterior street survey. They were instructed to complete the survey pursuant to the COAH regulations. Each system was to be ranked as good/excellent or fair/poor. Each inspector was provided with a copy of the COAH definitions and Building Component Plan to guide their exterior inspection. A copy of these documents are set forth herein (see Appendix herein). The inspectors were directed that, if one major system was determined to be fair/poor, the structure and all dwellings within the structure were to be considered substandard. If two or more minor systems were determined to be fair/poor, the structure and all units within it were to be deemed substandard. I periodically met with the inspectors to check on their progress.

The survey initially recorded a total of 75 dwelling units in the Borough which contained at least one structural or property maintenance deficiency. The survey also found that only 19 of these units met the COAH criteria to be classified as a deficient structure. The survey forms used in the field, whereon the 75 dwelling units are identified along with their property maintenance deficiencies, are provided herein in the Appendix. The accompanying table identifies the 19 units, by address and specific structural deficiency, which were determined to meet COAH's criteria for a designation of structural deficiency.

**Table IIA-1: Structural Conditions Survey  
Borough of Hawthorne, New Jersey**

Site #	Block/Lot	# Of Dwellings	Location	Deficiency
1	103/20	1	167 South Avenue	Missing Siding
2	21/17	1	136 Lincoln	Deteriorated, missing siding
3	17/30	1	62 Passaic	Missing, broken, curled shingles
4	154/33	2	2 2 <sup>nd</sup> Ave.	Broken, curled shingles
5	30/1.01	2	43 Washington	Broken, curled shingles
6	9/4	2	29 Goffle Rd.	Rotted, missing wood
7	4/11	2	18 N. 9 <sup>th</sup> St.	Broken, missing siding

Site #	Block/Lot	# Of Dwellings	Location	Deficiency
8	6/8	2	26 Mohawk	Deteriorated porch, windows & trim.
9	39/11	1	134 N. 8 <sup>th</sup> St.	Deteriorated siding & trim.
10	88/4	2	448 Goffle	Deteriorated walls, roof, porch, steps
11	181/23	1	24 Tenth Avenue	Missing, curled roof shingles
12	281.02/14	1	887 Lafayette Avenue	House needs painting. Metal windows rusted/broken windows
13	251/2	1	315 N. 4 <sup>th</sup> Avenue	Missing siding
	TOTAL	19		

Source: Housing Officer, Borough of Hawthorne

The structural conditions survey reveals that there are substantially fewer dwelling units in Hawthorne that are in need of rehabilitation than is suggested by COAH's published 134 unit indigenous-need number. This is a direct result of the Borough's institution of an exhaustive property maintenance program which commenced in 1991 and enabled the identification and correction of many deficient units that had existed in the municipality. Between 1991 and the end of 1994 the Borough undertook nearly 3,100 inspections, which resulted in the issuance of 522 property maintenance violation notices plus an additional 493 property maintenance warning notices. Additionally, the program reported a number of other violations pertaining to disabled/unregistered vehicles, basement bedrooms, illegal apartments, etc. Over 2,000 violations have been abated upon reinspection. The accompanying Table 2 provides a summary of the inspection program results.

The Building Inspector's Annual Reports are provided in Appendix IIB. Additionally, the form utilized by the Building Inspector's office to alert the homeowner of the property maintenance violation(s), and the scheduled reinspection of the property, is provided in Appendix IIB.

**Table IIA2: Housing Survey/Property Maintenance Inspections  
Borough of Hawthorne, New Jersey**

	1991	1992	1993	1994
Total inspections	465	974	812	846
Property maintenance violation notices	412	34	27	49
Property maintenance warning notices	0	140	172	181
Disabled/unregistered vehicles	13	9	11	13
Basement bedrooms	6	--	--	--
Illegal apartments	5	--	--	--
Property maintenance complaints	39	16	28	30
Abated reinspection	379	683	570	567
Files left open	86	64	37	52

Source: Housing Officer, Borough of Hawthorne

The abatement of property maintenance violations through the housing and property maintenance inspection program has led to a significant reduction in the number of housing units that would be considered substandard housing. It is on this basis that the Borough concludes that COAH's published 134 unit indigenous-need number for Hawthorne overestimates need and should therefore be reduced.

**APPENDIX – SECTION II-B**

Structural Conditions Survey Docs



## DEFINITIONS FOR STRUCTURAL CONDITIONS

The following relates to structural components of a residential building. Refer to the attached diagram for component identification.

**Excellent to Good**—The condition of the component is like new or requires standard maintenance.

### Examples:

**Foundation**—The component may need minor re-pointing and/or paint or the removal of shrubs or vines to protect it from deterioration.

**Handrails, Steps, Stairs, Porch**—A component or components may need paint and/or re-nailing or tightening.

**Siding and Walls**—The components may need light scraping and painting and/or re-nailing of loose siding.

**Windows and Doors**—The components may need light scraping and painting and appear to be operational.

**Eaves, Soffets, Gutters, Leaders**—The components may need light scraping and painting. Gutters may need realignment. Leaders may need re-attachment.

**Roof and Chimney**—No immediate repair is needed on the roof. The chimney is straight but may need minor re-pointing.

**Fire Escape**—The component may need scraping and painting and is properly functioning.

**Fair to Poor**—The condition of the component requires immediate maintenance, repair or replacement. Further deterioration may adversely affect other exterior and/or interior components.

### Examples:

**Foundation**—The component needs re-pointing, replacement of some stones, brick or blocks or some rebuilding due to: loose, broken or missing bricks or block; missing mortar; excessive cracks in the masonry\*; deterioration of masonry surface; pargelet pulling away; sinking; or being out-of-plumb.

**Handrails, Steps, Stairs, Porch**—The components need replacement of boards, risers, joists, rafters, and/or beams, etc. due to: sagging; broken or unsound supports; a sinking or structurally unsound foundation; broken, missing or rotted boards; missing or unsound railings or balusters; broken or missing trim; missing mortar in the masonry or the masonry being generally deteriorated; excessive cracks in the masonry\*; or worn steps.

### Siding and Walls

**Brick**—The component needs re-pointing, spot replacement, reconstruction, etc. due to: sagging; bowing; being out-of-plumb; excessive cracks in the masonry\*; missing bricks or missing mortar.

**Stucco**—The component needs patching, spot replacement, or reconstruction and painting due to deteriorated surface, cracks, holes, water damage, or bowing.

**Wood**—The component needs patching, spot replacement, or reconstruction and painting due to sagging, bowing, being out-of-plumb, rot, water damage, loose boards, cracked or broken boards.

**Siding**—The component needs spot, area or total replacement due to broken or missing siding.

**Windows and Doors and Related Trim (Exclusive of Storm Doors and Windows)**

**Windows**—The component needs putty or new glass. Other indicators of a fair/poor component include: missing or broken trim; missing or broken sill; a frame or sash out of square; rotted wood; and/or inoperable windows.

**Doors**—Indicators of a fair/poor door include: broken glass; a frame out of square; missing or broken trim; interior grade doors being used as exterior doors; rotted wood.

**Eaves, Soffets, Gutters, Leaders**—Indicators of a fair/poor component include: broken or hanging sections; holes, rot leakage and/or missing sections; significant deterioration; or animal infestation.

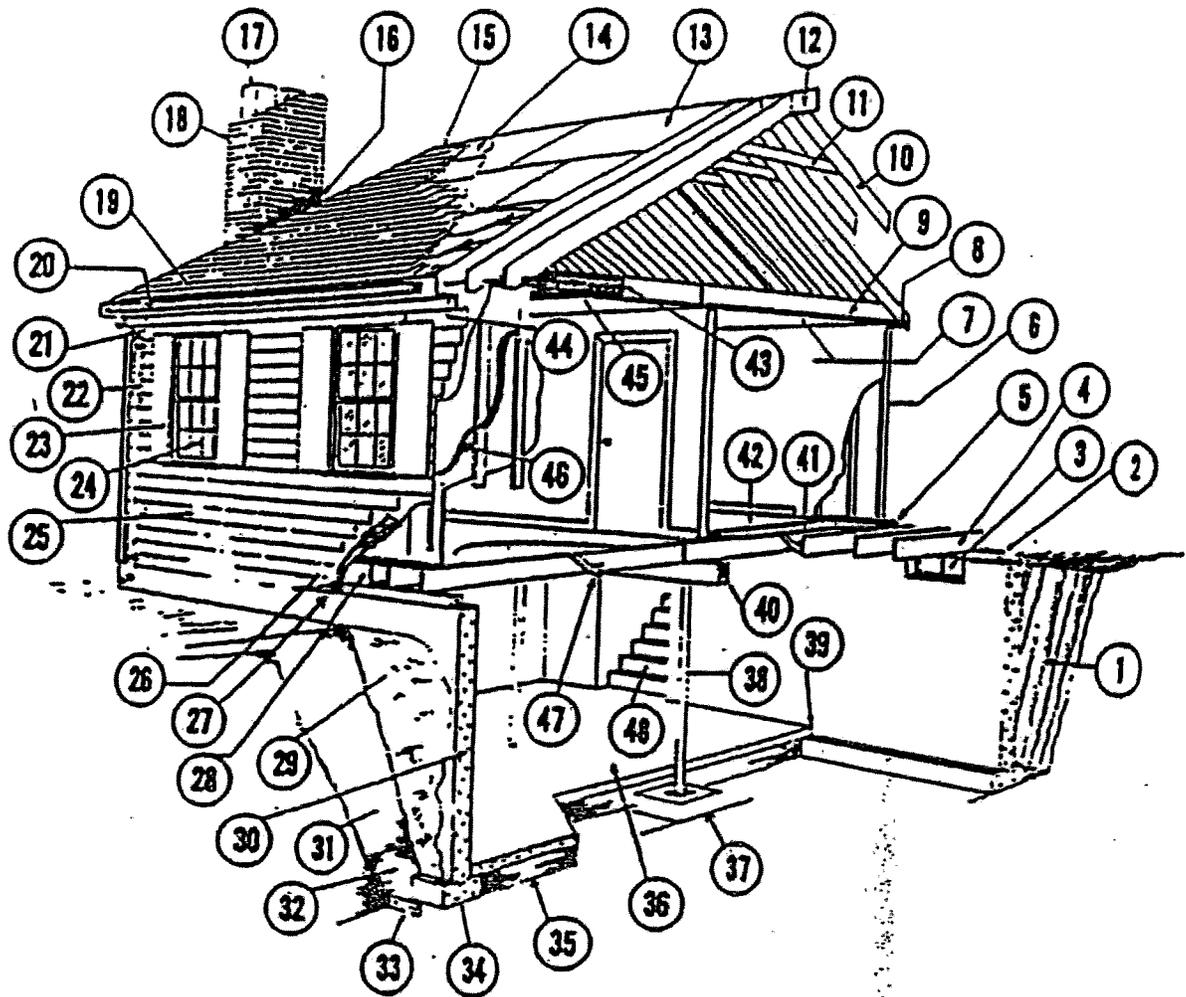
### Roof and Chimney

**Roof**—The component needs moderate scattered shingle replacement, area replacement or total replacement due to: sagging; exposed paper or sheathing; hole(s); curling of shingles; blistering of rolled roofing; cracked shingles; missing shingles; rusted metal roof; and/or leakage.

**Chimney**—The component needs partial or total reconstruction due to: sinking; being out-of-plumb; excessive cracks\*; loose, broken or missing bricks; missing mortar; deteriorated surface and/or lack of a flue.

**Fire Escape**—The component needs significant physical repairs or replacement and/or is not fully operational.

\*Excessive cracks can mean multiple cracks affecting structural integrity or a crack or cracks as wide as 1/4 inch.



### RESIDENTIAL BUILDING COMPONENTS

- |                    |                     |                       |
|--------------------|---------------------|-----------------------|
| 1. EXCAVATION      | 17. FLUE LINING     | 33. DRAINAGE TILE     |
| 2. SILL PLATE      | 18. CHIMNEY         | 34. WALL FOOTING      |
| 3. BASEMENT WINDOW | 19. ROOF SHINGLES   | 35. GRAVEL            |
| 4. FLOOR JOIST     | 20. GUTTER          | 36. CONCRETE SLAB     |
| 5. SHOE PLATE      | 21. FACIA           | 37. COLUMN FOOTING    |
| 6. STUDS           | 22. DOWNSPOUT       | 38. PIPE COLUMN       |
| 7. DRYWALL         | 23. SHUTTER         | 39. EXPANSION JOINT   |
| 8. PLATE           | 24. WINDOW          | 40. GIRDER            |
| 9. CEILING JOISTS  | 25. WALL SHINGLES   | 41. SUB-FLOOR         |
| 10. RAFTERS        | 26. BUILDING PAPER  | 42. FINISH FLOOR      |
| 11. COLLAR TIES    | 27. WALL SHEATHING  | 43. ATTIC INSULATION  |
| 12. RIDGE RAFTER   | 28. FIRE STOP       | 44. SOFFIT            |
| 13. ROOF SHEATHING | 29. DAMPPROOFING    | 45. CEILING STRAPPING |
| 14. ROOF FELT      | 30. FOUNDATION WALL | 46. WALL INSULATION   |
| 15. RIDGE SHINGLES | 31. BACKFILL        | 47. CROSS BRIDGING    |
| 16. FLASHING       | 32. DRAINAGE STONE  | 48. BULKHEAD STAIRS   |



**EWART/BURGIS**  
Professional Planners  
Landscape Architects

STRUCTURAL CONDITIONS SURVEY

DATE: 7 JULY 95

Rate Component:

Good/Excellent = 0  
Fair/Poor = X

SURVEYOR: D. Augustines

TREET:	ADDRESS	BLOCK	LOT	# DWELLING UNITS	COMPONENTS							DEFICIENT STRUCTURE MARK "YES" OR "NO"	COMMENTS		
					ONE "X" AND STRUCTURE IS DEFICIENT		TWO "X's" AND STRUCTURE IS DEFICIENT								
					FOUNDATION	SIDING & WALLS	ROOF & CHIMNEY	WINDOWS & DOORS	EAVES/SOFFITS	LEADERS & GUTTS	RAILS/STAIRS			STEPS/PORCH	FIRE ESCAPE
	MAY ST.	36	9	2		0								N	SCRAPS & PAINT
	ELBORON	47	4	1		0								N	/
	ELBORON	37	15	1		0								N	/
	LAFAYETTE	37	11	1					X					N	ALUMINUM FACIA MISSING ROTTED WOOD
	LAFAYETTE	37	10	1		0			0	0				N	SCRAPS & PAINT
	FRANKLIN	46	3	2		0								N	/
	SOUTH AVE	103	20	1		X								Y	MISSING SIDING
	GEORGE AVE	102	1	1		0			0	0				N	SCRAPS & PAINT



STEWART/BURGIS  
Professional Planners  
Landscape Architects

STRUCTURAL CONDITIONS SURVEY

DATE: 7 July 95

Rate Component:

Good/Excellent = 0  
Fair/Poor = X

SURVEYOR: Dr Augustus

STREET:	ADDRESS	BLOCK	LOT	# DWELLING UNITS	COMPONENTS						DEFICIENT STRUCTURE MARK "YES" OR "NO"	COMMENTS		
					ONE "X" AND STRUCTURE IS DEFICIENT			TWO "X's" AND STRUCTURE IS DEFICIENT						
					FOUNDATION	SIDING & WALLS	ROOF & CHIMNEY	WINDOWS & DOORS	EAVES/SOFTS	LEADERS & GUTTS			RAILS/STAIRS	STEPS/PORCH
	PARMALEE	93	12	1		0							N	SCRAPE & PAINT
	PARMALEE	100	5	1		0			0				N	/
	LINCOLN	21	17	1		X							Y	DETERIORATED, MISSING SIDING
	PASSAIC	17	30	1			X						Y	MISSING, BROKEN CURLED SHINGLES
	2ND AVE	154	33	2			X						Y	BROKEN, CURLED SHINGLES
	WASHINGTON	28.03	15	1		0							N	SCRAPE & PAINT
	WASHINGTON	30	1-01	2		X	X						Y	BROKEN CURLED SHINGLES
	LAFAYETTE	40	11	2		0							N	SCRAPE AND PAINT



TEWART/BURGIS  
Professional Planners  
Landscape Architects

STRUCTURAL CONDITIONS SURVEY

DATE: 7 July 95

Rate Component:

Good/Excellent = 0  
Fair/Poor = X

SURVEYOR: De Augustines

STREET:	ADDRESS	BLOCK	LOT	# DWELLING UNITS	COMPONENTS							DEFICIENT STRUCTURE MARK "YES" OR "NO"	COMMENTS	
					ONE "X" AND STRUCTURE IS DEFICIENT		TWO "X's" AND STRUCTURE IS DEFICIENT							
					FOUNDATION	SIDING & WALLS	ROOF & CHIMNEY	WINDOWS & DOORS	BAVES/SOFFITS	LEADERS & GUTTS	RAILS/STAIRS			STEPS/PORCH
	DOEFLE RD	9	4	2				X	X				Y	ROTTED, MISSING WOOD
	WESTERVELT	2	19	2					0	0			N	SCAPE & PAINT
	WESTERVELT	2	14	2		0							N	SCAPE & PAINT
	J. 9TH ST.	4	11	2		X							Y	BROKEN MISSING SIDING
	12TH ST.	5	8	2		0							N	SCAPE AND PAINT
	WESTERVELT	61	1	1		0							N	SCAPE & PAINT
	10 HAWK	6	8	2							X		Y	DETERIORATED PORCH, WINDOWS & TRIM
	N. 8TH ST	39	11	1		X							Y	DETERIORATED SIDING & TRIM



STEWART/BURGIS  
Professional Planners  
Landscape Architects

STRUCTURAL CONDITIONS SURVEY

DATE: 7 July 95

Rate Component:

Good/Excellent = 0  
Fair/Poor = X

SURVEYOR: Dr. Augustinas

TREET:	ADDRESS	BLOCK	LOT	# DWELLING UNITS	COMPONENTS							DEFICIENT STRUCTURE MARK "YES" OR "NO"	COMMENTS			
					ONE "X" AND STRUCTURE IS DEFICIENT			TWO "X's" AND STRUCTURE IS DEFICIENT								
					FOUNDATION	SIDING & WALLS	ROOF & CHIMNEY	WINDOWS & DOORS	EAVES/SOFFITS	LEADERS & GUTTS	RAILS/STAIRS			STEPS/PORCH	FIRE ESCAPE	
	GOFFLE	88	4	2		X			X	X				Y		
	3 CEDAR	104	23	2			0								N	DETERIORATED WALLS, ROOF, PORCH STEP.
	LINCOLN AVE	21	22	2					0						N	SEMAPS AND PAINT
	VINCENT ST	16	2	1			0		0						N	
	VINCENT ST	16	5	2			0								N	
	VINCENT ST	16	4	2			0								N	
	SCHOOL AVE	15	8	1			0								N	

5





STEWART/BURGIS  
Professional Planners  
Landscape Architects

STRUCTURAL CONDITIONS SURVEY

DATE: 6/30/95

Rate Component:

Good/Excellent = 0

Fair/Poor = X

SURVEYOR: A. R. ROBEZ

STREET:	ADDRESS	BLOCK	LOT	# DWELLING UNITS	COMPONENTS							DEFICIENT STRUCTURE MARK "YES" OR "NO"	COMMENTS	
					ONE "X" AND STRUCTURE IS DEFICIENT		TWO "X's" AND STRUCTURE IS DEFICIENT							
					FOUNDATION	SIDING & WALLS	ROOF & CHIMNEY	WINDOWS & DOORS	EAVES/SOFFITS	LEADERS & GUTTS	RAILS/STAIRS			STEPS/PORCH
	BRICK AVE	123	8	1	0	0							No	PEELING PAINT
	CENTRAL AVE	181	9-01	1						X			No	FRONT STEPS NEED REPAIR
	CENTRAL AVE	181	9-02	1	0							No	PEELING PAINT FRONT WALL	
	TENTH AVE	181	23	1		X						YES	MISSING / CURLED ROOF SHINGLES	
	NINTH AVE	221	12	2	0							No	PEELING PAINT EXTERIOR WALLS	
	ASTOR AVE	137	17	1	0							No	PEELING PAINT EXTERIOR WALLS	
	14TH AVE	131	10	1	0							No	PEELING PAINT EXTERIOR WALLS	
	17TH AVE	160	25	1	0							No	PEELING PAINT EXTERIOR WALLS	





BOROUGH OF HAWTHORNE  
DEPARTMENT OF HOUSING  
415 LAFAYETTE AVENUE  
HAWTHORNE, N.J. 07506  
973-7511

November 2, 1994

1994 ANNUAL REPORT OF HOUSING AND PROPERTY MAINTENANCE  
INSPECTIONS

846 Inspections were conducted for the year of 1994 beginning November 1, 1993 and ending October 31, 1994, of which;

49 resulted in initial property maintenance violation notices.

181 property maintenance warning notices were issued.

2 unregistered and/or disabled vehicle notice was issued.

11 unregistered and/or disabled vehicle warning notices were issued.

30 property maintenance complaints were received of which 13 were unfounded.

6 housing complaints were received of which 2 were unfounded.

567 reinspections were conducted.

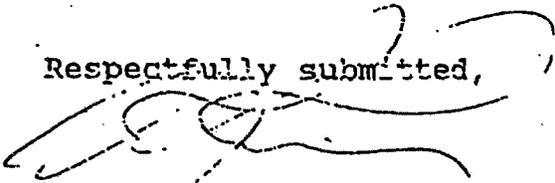
Results from the above inspections;

11 Extensions of time for compliance have been granted.

52 Files remain open, which have either shown progress or are in various stages of reinspection.

All other violations have been abated.

Respectfully submitted,

  
Alan R. Ribbe  
Housing Officer



BOROUGH OF HAWTHORNE  
DEPARTMENT of HOUSING  
445 LAFAYETTE AVENUE  
HAWTHORNE, N.J. 07506  
127-7511

November 30, 1993

1993 ANNUAL REPORT OF HOUSING AND PROPERTY MAINTENANCE  
INSPECTIONS (January 1, to October 31, 1993)

- 812 Inspections were conducted for the first ten months of 1992, of which;
- 27 resulted in initial property maintenance violation notices.
  - 172 property maintenance warning notices were issued.
  - 4 unregistered and/or disabled vehicle notice was issued.
  - 7 unregistered and/or disabled vehicle warning notices were issued.
  - 28 property maintenance complaints were received of which 18 were unfounded.
  - 4 housing complaints were received of which 1 were unfounded.
- 570 reinspections were conducted, 203 of which were from the 1991 Borough wide property maintenance survey.

Results from the above inspections;

- 7 Extensions of time for compliance have been granted.
- 37 Files remain open, which have either shown progress or are in various stages of reinspection.

All other violations have been abated.

Respectfully submitted,

  
Alan R. Ribbe  
Housing Officer



BOROUGH OF HAWTHORNE  
DEPARTMENT of HOUSING  
145 LAFAYETTE AVENUE  
HAWTHORNE, N.J. 07506  
127-7544

November 11, 1992

1992 ANNUAL REPORT OF HOUSING AND PROPERTY MAINTENANCE  
INSPECTIONS (January 1, to October 31, 1992)

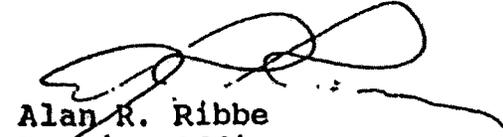
- 974 Inspections were conducted for the first ten months of 1992, of which;
- 34 resulted in initial property maintenance violation notices.
  - 140 property maintenance warning notices were issued.
  - 1 unregistered and/or disabled vehicle notice was issued.
  - 8 unregistered and/or disabled vehicle warning notices were issued.
  - 16 property maintenance complaints were received of which 12 were unfounded.
  - 8 housing complaints were received of which 2 were unfounded.
- 683 reinspections were conducted, 203 of which were from the 1991 Borough wide property maintenance survey.

Results from the above inspections;

- 20 Extensions of time for compliance have been granted.
- 64 Files remain open, which have either shown progress or are in various stages of reinspection.

All other violations have been abated.

Respectfully submitted,

  
Alan R. Ribbe  
Housing Officer



BOROUGH OF HAWTHORNE  
DEPARTMENT of HOUSING  
115 LAFAYETTE AVENUE  
HAWTHORNE, N.J. 07506  
127-7511

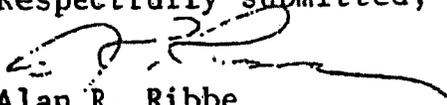
December 17, 1991

1991 Annual report of Housing and Property Maintenance inspections from  
January 1, to October 31, 1991

- 465 Inspections were conducted for the first ten months of 1991,  
of which;
- 412 were for property maintenace violations.
- 13 were for disabled or unregistered vehicles on private property.
- 6 Were for basement bedrooms.
- 5 Were for illegal apartments.
- 39 Property maintenace complaints were received, of which 18 were  
unfounded.
- 379 of the above inspections have been abated, which include all  
unregistered and disabled vehicles, all basement bedrooms, and  
three of the illegal apartments. The remaining two illegal  
apartments have been referred the the Zoning Department for  
enforcement.
- 86 Files remain open for various reasons such as time extensions  
granted, painting violations which have been scheduled for reins-  
pection in the spring, and notices that have been issued with  
reinspections scheduled after this report.

This Department is presently conducting a comprehensive survey of the  
entire Borough, with an inspector in each ward determining the existence  
of of any property maintenance violations that are visible from the  
street, and issuing warning notices to the owners of such properties,  
with follow-up inspections scheduled for compliance.

Respectfully submitted,

  
Alan R. Ribbe  
Housing Officer



BOROUGH OF HAWTHORNE  
DEPARTMENT of HOUSING  
445 LAFAYETTE AVENUE  
HAWTHORNE, N.J. 07506  
427-7544

TO: DON RAINEY

FROM: AL RIBBE

SUBJECT: BOROUGH WIDE PROPERTY MAINTENANCE SURVEY

PLEASE BE ADVISED THAT AN INITIAL SURVEY OF THE BOROUGH HAS BEEN COMPLETED. THE FOLLOWING IS A SYNOPSIS OF THE PROGRAM TO DATE:

- 338 WARNING NOTICES ISSUED FOR VARIOUS VIOLATIONS.
- 203 HAVE BEEN SCHEDULED FOR REINSPECTION IN MAY 1992, WHICH CANNOT BE ABATED DUE TO WINTER WEATHER CONDITIONS (PAINTING REQUIRED).
- 31 IN VARIOUS STAGES OF COMPLETION, OR SCHEDULED FOR REINSPECTION WITHIN ONE MONTH.
- 104 HAVE BEEN ABATED AS A RESULT OF INITIAL WARNING NOTICE.

RESPECTFULLY,

  
ALAN R. RIBBE  
HOUSING OFFICER

**APPENDIX – SECTION II-C**

Certification Identifications



Borough of Hawthorne  
445 Lafayette Avenue  
Hawthorne NJ 07506  
973-427-4889

**CERTIFICATE**

**IDENTIFICATION**

Date Issued: 12/13/2002  
Control #: 9799  
Permit # 20020463

Home Warranty No: \_\_\_\_\_

Block: 88 Lot: 4 Qual: \_\_\_\_\_

Type of Warranty Plan: \_\_\_\_\_

Work Site: 448 GOFFLE RD.

State  Private

R-3

Use Group: \_\_\_\_\_

Owner in Fee: CALLEGARI

Maximum Live Load: \_\_\_\_\_

Address: \_\_\_\_\_

Construction Classification: \_\_\_\_\_

Telephone: \_\_\_\_\_

Maximum Occupancy Load: \_\_\_\_\_

Agent/Contractor: \_\_\_\_\_

Certificate Exp Date: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work/Use: REPLACE PORCH STEPS

Telephone: \_\_\_\_\_

Lic. No./ Bldrs. Reg.No.: \_\_\_\_\_

Federal Emp. No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

**CERTIFICATE OF OCCUPANCY**

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform construction Code and is approved for occupancy.

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17 to the following extent:

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

Total removal of lead-based paint hazards in scope of work

Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there a no imminent hazards and the building is approved for continued occupancy.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance the following conditions must be met no later than \_\_\_\_\_ or the owner will be subject to fine or order to vacate.

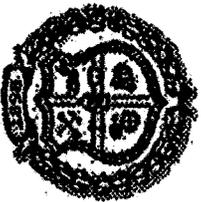
**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

Fees \$0.00  
Paid  Check No 3040  
Collected by JP

John Pallotta Construction Official

U.C.C 360 (rev. 3/96)



Borough of Hawthorne  
 445 Lafayette Avenue  
 Hawthorne NJ 07506  
 973-427-4889

**CERTIFICATE  
 IDENTIFICATION**

Date Issued: 01/02/2003  
 Control #: 9826  
 Permit # 20020489

Block: 88 Lot: 4 Qual: \_\_\_\_\_  
 Work Site: 448 GOFFLE RD.  
 Home Warranty No: \_\_\_\_\_  
 Type of Warranty Plan: [ ] State [ ] Private  
 Use Group: R-3  
 Maximum Live Load: \_\_\_\_\_  
 Construction Classification: \_\_\_\_\_  
 Maximum Occupancy Load: \_\_\_\_\_  
 Certificate Exp Date: \_\_\_\_\_  
 Description of Work/Use: REPAIR GARAGE ROOF/DECK  
 Owner in Fee: CALLEGARI  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Agent/Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Lic. No./ Bldrs. Reg.No.: \_\_\_\_\_ Federal Emp. No.: \_\_\_\_\_  
 Social Security No.: \_\_\_\_\_

[ ] **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform construction Code and is approved for occupancy.

[ X ] **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

[ ] **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance the following conditions must be met no later than \_\_\_\_\_ or the owner will be subject to fine or order to vacate.

[ ] **CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17 to the following extent

- [ ] Total removal of lead-based paint hazards in scope of work
- [ ] Partial or limited time period(\_\_\_\_ years); see file

[ ] **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

[ ] **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

Fees \$0.00  
 Paid [ X ] Check No 3037  
 Collected by JP



**BOROUGH OF HAWTHORNE**  
**445 LAFAYETTE AVENUE**  
**HAWTHORNE, NJ 07506**  
**973-427-4889**

**CERTIFICATE**  
**IDENTIFICATION**

Date Issued: 12/29/1996  
 Control #: 2622  
 Permit # 19950548

Block: 21 Lot: 17 Qual: \_\_\_\_\_  
 Work Site: 136 LINCOLN AVE  
 Home Warranty No: \_\_\_\_\_  
 Type of Warranty Plan:  State  Private  
 Use Group: R-3  
 Owner in Fee: TAREQ HDAIB  
 Maximum Live Load: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Construction Classification: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Maximum Occupancy Load: \_\_\_\_\_  
 Agent/Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Certificate Exp Date: \_\_\_\_\_  
 Description of Work/Use: **NEW SIDING**  
 Lic. No./ Bidders. Reg.No.: \_\_\_\_\_ Federal Emp. No.: \_\_\_\_\_  
 Social Security No.: \_\_\_\_\_

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance the following conditions must be met no later than \_\_\_\_\_ or the owner will be subject to fine or order to vacate.

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17 to the following extent:

- Total removal of lead-based paint hazards in scope of work
- Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

Fees \$10.00  
 Paid  Check No \_\_\_\_\_  
 Collected by \_\_\_\_\_



Borough of Hawthorne  
 445 Lafayette Avenue  
 Hawthorne NJ 07506  
 973-427-4889

**CERTIFICATE  
 IDENTIFICATION**

Date Issued: 11/09/1998  
 Control #: 4975  
 Permit # 19970789

Block: 9 Lot: 4 Qual: \_\_\_\_\_  
 Work Site: 29 GOFFLE RD.

Home Warranty No: \_\_\_\_\_

Type of Warranty Plan: \_\_\_\_\_

State  Private

U

Owner in Fee: BAUM

Address: \_\_\_\_\_

Use Group: \_\_\_\_\_

Maximum Live Load: \_\_\_\_\_

Construction Classification: \_\_\_\_\_

Telephone: \_\_\_\_\_

Agent/Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Maximum Occupancy Load: \_\_\_\_\_

Certificate Exp Date: \_\_\_\_\_

Description of Work/Use: DEMOLISH HOUSE

Telephone: \_\_\_\_\_

Lic. No./Bldrs. Reg.No.: \_\_\_\_\_

Federal Emp. No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance the following conditions must be met no later than \_\_\_\_\_ or the owner will be subject to fine or order to vacate.

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17 to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

John Pallotta Construction Official

U.C.C 360 (rev. 3/96)

Fees \$0.00

Paid  Check No 1723

Collected by JP

**APPENDIX III**

**De Augustines Certification**

GENE DE AUGUSTINES, hereby certifies and says:

1. I am the Housing Officer of the Borough of Hawthorne and a licensed Housing Inspector of the State of New Jersey. I am the local official charged with review and abatement of housing deficiencies in the Borough. I make this Certification so as to provide an up-date to the Housing Survey previously undertaken by this office.

2. This office conducted a Structural Conditions Survey in 1995 and a subsequent survey in 2001. On January 21, 2004, I conducted a follow-up survey, verifying the conditions previously reported.

3. Through this subsequent survey as well as a view of records maintained by this office, I can report no new findings of residential housing units deemed substandard in accordance with guidelines promulgated by the State of New Jersey, Department of Community Affairs.

4. As to the 19 units of housing previously identified as being substandard in the initial Structural Conditions Survey, I report the following changes:

a. The 2-family house located at 29 Goffle Road has been demolished. No new construction has taken place on the site and the property remains vacant.

b. The 2-family house located at 448 Goffle Road has been substantially renovated including the installation of new porch steps and the repair of the garage roof and deck. With these improvements, the property no longer contains a deficient structure.

c. The 1-family home located at 136 Lincoln Avenue has been re-sided, thus correcting the deficiency previously noted. This property also complies with code and is no longer substandard.

5. Attached hereto are Certificates verifying completion of the work noted above. Based upon the foregoing, 5 previously deficient units of housing have been rehabilitated, reducing the number of identified substandard housing units to 14.

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

  
\_\_\_\_\_  
GENE DE AUGUSTINES

Dated: January 22, 2004



445 Lafayette Avenue  
Hawthorne NJ 07506  
973-427-4889

**CERTIFICATE  
IDENTIFICATION**

Control #: 4975  
Permit # 19970789

Block: 9 Lot: 4 Qual: \_\_\_\_\_  
Work Site: 29 GOFFLE RD. \_\_\_\_\_

Home Warranty No: \_\_\_\_\_  
Type of Warranty Plan: [ ] State [ ] Private  
Use Group: U \_\_\_\_\_

Owner in Fee: BAUM \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Agent/Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Lic. No./Bldrs. Reg.No.: \_\_\_\_\_ Federal Emp. No.: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_

**[ ] CERTIFICATE OF OCCUPANCY**

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**[ X ] CERTIFICATE OF APPROVAL**

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[ ] Partial or limited time period(\_\_\_\_ years); see file

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Fees \$0.00  
Paid [ X ] Check No 1723  
Collected by JP



445 Lafayette Avenue  
 Hawthorne NJ 07506  
 973-427-4889

Block: 88 Lot: 4 Qual: \_\_\_\_\_  
 Work Site: 448 GOFFLE RD.

Owner in Fee: CALLEGARI  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Agent/Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Lic. No./ Bldrs. Reg. No.: \_\_\_\_\_ Federal Emp. No.: \_\_\_\_\_  
 Social Security No.: \_\_\_\_\_

**CERTIFICATE**  
**IDENTIFICATION**

Home Warranty No: \_\_\_\_\_

Type of Warranty Plan: \_\_\_\_\_

Use Group: \_\_\_\_\_

Maximum Live Load: \_\_\_\_\_

Construction Classification: \_\_\_\_\_

Maximum Occupancy Load: \_\_\_\_\_

Certificate Exp Date: \_\_\_\_\_

Description of Work/Use: \_\_\_\_\_

State  Private

R-3

REPLACE PORCH STEPS

Date Issued: 12/13/2004  
 Control #: 9799  
 Permit # 20020463

**CERTIFICATE OF OCCUPANCY**

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- Partial or limited time period(\_\_\_\_ years); see file

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**CERTIFICATE OF COMPLIANCE**

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Fees \$0.00  
 Paid  Check No 3040  
 Collected by JP

John Pallotta Construction Official  
 U.C.C 360 (rev. 3/96)



445 Lafayette Avenue  
Hawthorne NJ 07506  
973-427-4889

Block: 88 Lot: 4 Qual: \_\_\_\_\_  
Work Site: 448 GOFFLE RD.

Owner in Fee: CALLEGARI  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Agent/Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Lic. No./ Bldrs. Reg.No.: \_\_\_\_\_ Federal Emp. No.: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_

**CERTIFICATE  
IDENTIFICATION**

Control #: 9826  
Permit # 20020489

Home Warranty No: \_\_\_\_\_  
Type of Warranty Plan: [ ] State [ ] Private  
Use Group: R-3  
Maximum Live Load: \_\_\_\_\_  
Construction Classification: \_\_\_\_\_  
Maximum Occupancy Load: \_\_\_\_\_  
Certificate Exp Date: \_\_\_\_\_  
Description of Work/Use: REPAIR GARAGE ROOF/DECK

**CERTIFICATE OF OCCUPANCY**

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- Partial or limited time period(\_\_\_\_ years); see file

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Fees \$0.00  
Paid [X] Check No 3037  
Collected by JP

John Palotta Construction Official  
J.C.C 360 (rev. 3/96)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR



445 LAFAYETTE AVENUE  
 HAWTHORNE, NJ 07506  
 973-427-4889

**CERTIFICATE**

**IDENTIFICATION**

Date issued: 12/29/1990  
 Control #: 2622  
 Permit # 19950548

Block: 21 Lot: 17 Qual: \_\_\_\_\_  
 Work Site: 136 LINCOLN AVE  
 Home Warranty No: \_\_\_\_\_  
 Type of Warranty Plan: [ ] State [ ] Private  
 Use Group: R-3  
 Owner in Fee: TAREQ HDAIB  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Agent/Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Lic. No./ Bldrs. Reg. No.: \_\_\_\_\_ Federal Emp. No.: \_\_\_\_\_  
 Social Security No.: \_\_\_\_\_

[ ] **CERTIFICATE OF OCCUPANCY**

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- [ ] Partial or limited time period(\_\_\_\_ years); see file

*New Siding*

[ ] **CERTIFICATE OF CONTINUED OCCUPANCY**

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[ ] **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

Fees \$10.00

Paid [ ] Check No \_\_\_\_\_

Collected by \_\_\_\_\_

John Pallotta Construction Official

U.C.C 360 (rev. 3/96)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

**APPENDIX IV**

**CDC Housing Development Budget**

**Borough Resolution Regarding Conveyance of Property to CDC**

**Letter From US Dept of HUD re CDC Site Change Approval**

**CDC Correspondence**

Development Budget NJCDC Supportive Housing				Total	Per Unit
HUD Fund Reservation				\$ 1,248,600	\$ 96,046
Balanced Housing				\$ 751,400	\$ 57,800
<b>Total Income</b>				<b>\$ 2,000,000</b>	<b>\$ 153,846</b>
<b>Expenses</b>		<b>HUD</b>	<b>Balanced Housing</b>	<b>Total</b>	<b>Per Unit</b>
				<b>13</b>	
Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -
Site Preparation	\$ -	\$ 175,000	\$ 175,000	\$ 175,000	\$ 13,462
Construction	\$ 924,000	\$ 470,000	\$ 1,394,000	\$ 1,394,000	\$ 107,231
2% MCE	\$ 24,972	\$ -	\$ 24,972	\$ 24,972	\$ 1,921
10% Construction Contingency	\$ 92,400	\$ 47,000	\$ 139,400	\$ 139,400	\$ 10,723
Archited and Cost Estimating	\$ 92,400	\$ 47,000	\$ 139,400	\$ 139,400	\$ 10,723
Soil borings water and sewer permits	\$ -	\$ 9,400	\$ 9,400	\$ 9,400	\$ 723
Legal	\$ 9,000	\$ -	\$ 9,000	\$ 9,000	\$ 692
Title and Recording	\$ 2,860	\$ 3,000	\$ 5,860	\$ 5,860	\$ 451
Insurance	\$ 1,500	\$ -	\$ 1,500	\$ 1,500	\$ 115
Taxes During Construction	\$ 1,580	\$ -	\$ 1,580	\$ 1,580	\$ 122
Developers Retention	\$ -	\$ -	\$ -	\$ -	\$ -
Developers Fee	\$ 99,888	\$ -	\$ 99,888	\$ 99,888	\$ 7,684
<b>Total</b>	<b>\$ 1,248,600</b>	<b>\$ 751,400</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ 153,846</b>
<b>Surplus/Loss</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Note:</b>	1 Development Fee includes cost overruns, furniture, consultants, organizational expenses.				

13

\$ 96,046

\$ 57,800

\$ 153,846

\$ -

\$ 13,462

\$ 107,231

\$ 1,921

\$ 10,723

\$ 10,723

\$ 692

\$ 451

\$ 115

\$ 122

\$ -

\$ 7,684

\$ 153,846

A-8

revised.

# Borough of Hawthorne

Passaic County, New Jersey

Date: 9/17/03

Resolution introduced by Council Person \_\_\_\_\_

WHEREAS, the Borough of Hawthorne is the owner of certain real property known as Block 7, Lots 4 and 5 and Block 6, Lot 10, as shown on the tax map of the Borough of Hawthorne; and

WHEREAS, the Municipal Council of the Borough of Hawthorne has determined that the lands in question are not needed for any public use; and

WHEREAS, the Municipal Council has determined that it is in the best interest of the Borough of Hawthorne to convey the property to New Jersey Community Development Corporation, a duly incorporated nonprofit organization, so as to facilitate the development of housing and care for persons having developmental disabilities in accordance with N.J.S.A. 40A:12-21(h); and

WHEREAS, the Borough of Hawthorne has determined that the lands are vacant, free and clear from any defect in title and available for development by New Jersey Community Development Corporation as depicted upon the schematic site plan prepared by David V. Abramson & Associates, annexed hereto; and

WHEREAS, the Borough has determined that it may make such conveyance for nominal consideration and that such conveyance is valid and enforceable and within the powers of the governing body as aforesaid;

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the Borough of Hawthorne as follows:

1. That Block 7, Lots 4 and 5 and Block 6, Lot 10, lying within the Borough of Hawthorne, County of Passaic, and State of New Jersey, shall be conveyed to New Jersey Community Development Corporation, for nominal consideration, pursuant to N.J.S.A. 40A:12-21(h) or to such non-profit entity that the New Jersey Community Development Corporation will be required by the United States Department of Housing and Urban Development (HUD) to incorporate to own the housing to be developed on the site.
2. The properties to be conveyed to New Jersey Community Development Corporation or its affiliate are known as Block 7, Lots 4 and 5 and Block 6, Lot 10 on the Tax Map of the Borough of Hawthorne.
3. The consideration for such conveyance shall be the nominal sum of \$1.00.
4. In the event any part of this resolution is deemed for any reason to be invalid, the remaining portion of this resolution shall remain unaffected.
5. The foregoing is subject to the formal execution by the Mayor and Clerk of a Contract, a Deed, Affidavit of Title and such other documents reasonably required to effectuate the conveyance. By this resolution, the Mayor and Clerk are empowered and authorized to execute such documents with modifications that the Mayor and Clerk deem appropriate.

6. The Deed to be conveyed shall contain language therein providing that in the event the property is not developed or utilized as proposed by New Jersey Community Development Corporation, the same shall revert, at the option of the Borough of Hawthorne, to the Borough of Hawthorne. Notwithstanding said reverter, which shall be perpetual in nature, the Borough of Hawthorne's reversion interest shall be secondary and subordinate to the lien or interest of any capital advance or mortgage held by HUD, its successor or assigns. The Mayor and Clerk are empowered to execute documents relative to the Borough's subordinate position.

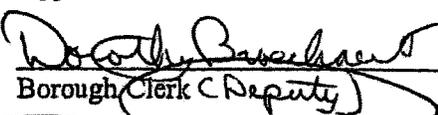
7. As part of the within conveyance, the Borough also agrees to vacate that portion of North 10<sup>th</sup> Street, a paper street, depicted upon the plan annexed hereto as Exhibit A. Any interest in and to said portion of North 10<sup>th</sup> Street held by the Borough of Hawthorne shall be conveyed to New Jersey Community Development Corporation as part of the aforesaid transfer.

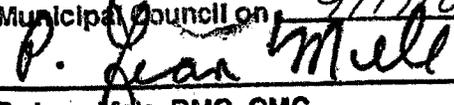
8. Nothing herein shall confer upon New Jersey Community Development Corporation any grant or right beyond that specifically set forth. As such, any development of the property is subject to:

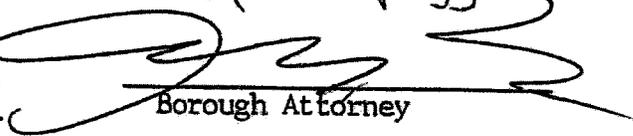
a. funding of the development through HUD and such other funding sources as have been identified by New Jersey Community Development Corporation;

b. such governmental agency approvals as are required, having jurisdiction over such development, including, but not limited to, Planning Board approval by the Hawthorne Planning Board.

  
 \_\_\_\_\_  
 Council President

Approved  
  
 \_\_\_\_\_  
 Borough Clerk (Deputy)

**CERTIFICATION**  
 I, **P. Jean Mele**, Borough Clerk of the Borough of Hawthorne, County of Passaic, State of New Jersey do hereby certify this copy of 2-8 to be a true copy as adopted by the Municipal Council on 9/17/03  
  
 \_\_\_\_\_  
**P. Jean Mele, RMC, CMC**  
 Borough Clerk

  
 \_\_\_\_\_  
 Borough Attorney

Name	Motion	Second	Yes	No	Abstain	Absent
Bennett			X			
Cuccinello						X
Goldberg			X			
Metzler			X			
Shortway		X	X			
Sinning			X			
Van Ry	X		X			



U.S. Department of Housing and Urban Development  
New Jersey Field Office  
One Newark Center  
Newark, NJ 07102-5260

December 31, 2003

New Jersey Community Development Corporation  
Attn: Robert F. Guarasci, President  
43 1/2 Van Houten Street  
Paterson, NJ 07505

Dear Mr. Guarasci:

**SUBJECT: Project No. 031-HD135 (NJ39-Q021-005)  
NJCDC Supportive Housing 2002  
Site Change Approval**

We have reviewed your request for a change in sites and have found the properties located at Block 7 Lots 4 and 5, and Block 6 Lot 10, Hawthorne, Passaic County, NJ to be acceptable based upon the communities commitment to the redevelopment of the industrial uses in the neighborhood to residential uses. These sites are approved with the following conditions:

Subject to the approval of site control by our Area Counsel and modifying any provision in the sales contract found to be in conflict with HUD program requirements.

Curtis Rumph, Architect, from our Office, conducted a site inspection for NJCDC Supportive Housing 2002. The site is severely sloped and given the fact that the proposed project will be new construction, the new structure and all units must be made 100% handicapped accessible. In addition, the slope of the site in areas where the common areas such as parking and recreational areas must be regarded to allow for accessibility.

Any site improvements required as a result of the terrain and soil condition of the site may be considered unusual site improvements. Unusual site conditions are deducted from the "Fully Improved" fair market value of the site to arrive at a "warranted price of land to be included in the Capital Advance. If the cost of the unusual site improvements exceed the fully improved value, the sponsor will be required to pay the difference from other sources.

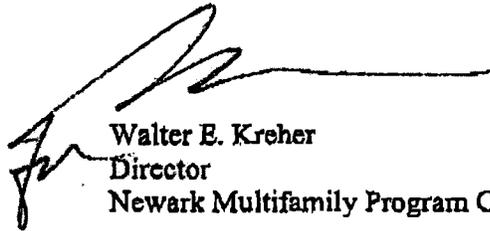
Issuance of a soil erosion and sediment control permit by the local soil conservation district prior to initial closing.

Visit our Web Site at: <http://www.hud.gov>

Based on the Phase I Site Assessment and compliance with any recommendations on HUD's Form 4128 Environmental Review, the subject properties pose limited environmental risk. Therefore, the sites equal the original submission in Bloomingdale and Haledon, which were also environmentally acceptable.

Should you have any questions or require any additional information, please contact Vincent Willis, Project Manager at (973) 622-7900, extension 3420.

Sincerely,



Walter E. Kreher  
Director  
Newark Multifamily Program Center

cc: Monarch Housing Associates  
15 Alden Street, Suite 1  
Cranford, NJ 07016

Visit our Web Site at: <http://www.hud.gov>

**N E W J E R S E Y**  
**COMMUNITY**  
**DEVELOPMENT**  
**C O R P O R A T I O N**

December 30, 2002

Mayor, Fred J. Criscitelli  
Hawthorne Municipal Building  
445 Lafayette Avenue  
Hawthorne, NJ 07506

Dear Mayor Criscitelli,

The New Jersey Community Development Corporation (NJCDC) is a private nonprofit organization that is developing supportive housing for persons with developmental disabilities. Our project includes the construction of 13 housing units for twelve (12) adults and a live-in residence manager. The residents of this project will have 24-hour daily support and supervision by full and part-time residence counselors. The funding for the program services is provided to NJCDC from a contract with the State of New Jersey Department of Human Services, Division of Developmental Disabilities.

The NJCDC project qualifies for rental bonus credits through the Council of Affordable Housing (COAH) within the definition of "alternative living arrangements". The Council (COAH) shall grant a rental bonus for rental units that are constructed and conform to the standards contained in N.J.A.C. 5:93-5.8(d) and 5.9(d) and 5:93-7. A municipality shall receive two units (2.0) of credit for rental units for the Council's alternative living arrangements, which includes NJCDC's project. Therefore, the NJCDC project will provide Hawthorne with a total of twenty-four (24) credits towards its affordable housing obligation. The following is from the Council of Affordable Housing for alternative living arrangements.

**5:93-5.8 Alternative living arrangements**

- (a) Alternative living arrangements may be used to address a municipal housing obligation by entering into an agreement for the location of such a facility with the provider of the facility or by granting preliminary approval to a developer of an alternative living arrangement.
- (b) The unit of credit for an alternative living arrangement shall be the bedroom.
- (c) Alternative living arrangements that are age restricted shall be included with the 25 percent that may be age restricted pursuant to N.J.A.C. 5:93-5.14.
- (d) Controls on affordability on alternative living arrangements shall remain in effect for at least 10 years. To be eligible for a rental bonus (pursuant to N.J.A.C. 5:93-5.15), controls on affordability shall remain in effect for at least 30 years.
- (e) Transitional facilities for the homeless shall not be dormitories and shall have separate bedrooms; those that do not shall have one year to complete the necessary rehabilitation to create separate bedrooms.

Please feel free to contact me at (201) 638-1209 or our consultant Richard Brown of Monarch Housing Associates at (908) 272-5363 if you need additional information. I look forward to working with you and the Borough Council on this project.

Sincerely,

Ellen McGovern, NJCDC  
Director of Operations

**NEW JERSEY**  
**COMMUNITY**  
**DEVELOPMENT**  
**CORPORATION**

### **Building design**

The NJCDC Supportive Housing 2002 project in Hawthorne will involve one building that will provide permanent, affordable and supportive housing for twelve (12) persons with developmental disabilities. Although the actual design of the building has not begun, the preference if appropriate for the site would be a one-story structure. The units will be one and two bedroom and will include an additional unit for a full-time on-site manager. Common space for a community room will also be included.

### **Accessible Housing**

The sponsor, New Jersey Community Development Corporation is committed to designing its housing to meet or exceed the minimum standards for accessible housing. Because this will be a newly constructed building all twelve units can and will be made accessible.

When the architect and the contractor are selected the sponsor will insure that they are fully aware of current design technology and HUD's accessibility requirements.

The following principles will be followed in the accessible design of this structure in Hawthorne.

### **Seven Principles of Universal Design**

- **Equitable Use:** The design is useful and marketable to any group of users.
- **Flexibility in Use:** The design accommodates a wide range of individual preferences and abilities.
- **Simple and Intuitive Use:** Use of the design is easy to understand.
- **Perceptible Information:** The design communicates necessary information effectively to the user.
- **Tolerance for Error:** The design minimizes hazards and the adverse consequences of accidental or unintentional actions.
- **Low Physical Effort:** The design can be used efficiently and comfortably.
- **Size and Space for Approach and Use:** Appropriate size and space is provided for approach and use.

The bathroom, kitchen, hallways and common areas will be made fully accessible.



## **How the project will benefit target population and community**

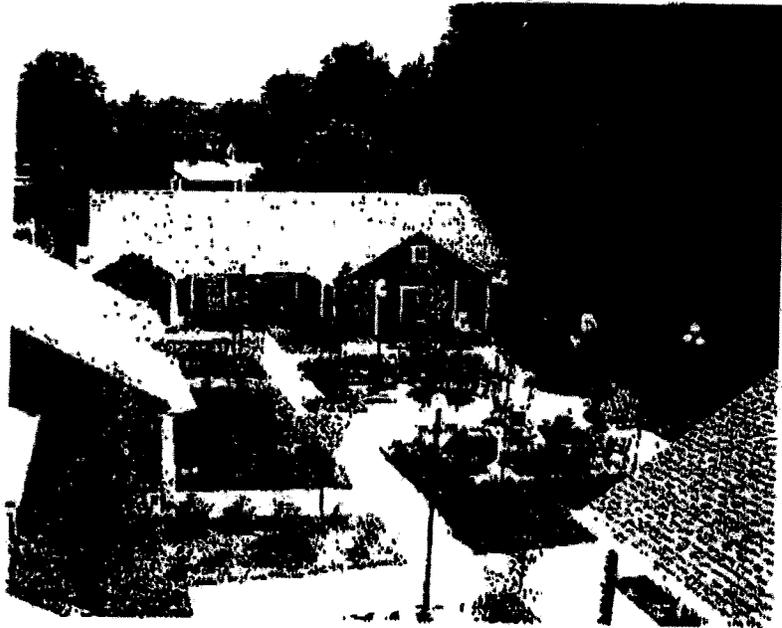
This supportive housing development will benefit its tenants who are persons with a developmental disability in the following ways:

- It will promote community integration, maximize independence and individual awareness and involvement in community-based services, and
- It will provide a secure living environment and ensuring access to the appropriate level of developmental disability services needed.
- It will address most consumers preferred choice for housing in the community.
- Supportive services are tailored to assist persons with developmental disabilities to secure and maintain independent living.
- Services provide linkages to needed medical care, mental health, education, employment, recreation and other community services.
- Residential staff are always on the premises 24-hours, 7-days a week.
- Services are individualized and flexible.
- Services promote and enhance individual responsibility for the maintenance of housing, including payment of household expenses as well as general household maintenance skills.
- Services promote people's abilities to pursue their educational and employment goals.
- Services promote community integration and strengthen natural supports

The community in which the project will be located will benefit as well. Hawthorne was selected because it is a community in which New Jersey Community Development Corporation has been actively involved for over eight years. This will allow for both the community and the resident's to secure the maximum benefits of supportive housing.

The community will gain a stable household, which will be maintained by the residents, staff and a professional property manager. Additionally, the home will be of value to the community because it will bring in a measure of stability to the neighborhood – in terms of both ownership and residents. New Jersey Community Development Corporation will own the home for a minimum of 40 years, so ownership will not be transitory. Plus, since it is permanent, supportive housing the residents will be there for the long term as well. This is always positive for the neighborhood and community, as long-term residents will be more invested in the appearance of the home and grounds and the interior cleanliness and upkeep.

NEW JERSEY  
**COMMUNITY  
DEVELOPMENT**  
CORPORATION



**Supportive Housing Sample**



13 1/2 Van Houten Street • Suite 200 • Paterson, New Jersey 07505 • (973) 225-0555 • Fax (973) 225-0556

**NJCDC SUPPORTIVE HOUSING PROJECT TIME (revised June 10, 2004)**

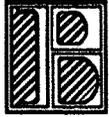
<b>ACTIVITY TO BE ACCOMPLISHED</b>	<b>DATE</b>	<b>NOTES</b>
Secure HUD Section 811 Fund Reservation	November 18, 2002	Completed
Site Control	October 2003	Completed
Appraisal and Environmental	November 2003	Completed
Submission of HUD Section 811 Site Change	November 18, 2003	Completed
Preparation of design plans	August 2004	In progress
Secure Bids and General Contractor Selection	September 2004	
Submission of funding applications for secondary financing including balanced housing and FHLBNY	May 12, 2004	Completed
Submission of HUD Section 811 Firm Commitment	November 2004	Contractor selection and plans are submitted to HUD with Firm.
<u>Site plan application</u>	July 2004	
Site Plan Approval	August 2004	
<u>Hawthorne permit applications</u>	December 2004	
Approval of Firm Commitment	January 2005	
Approval of Secondary Financing including balanced housing and FHLBNY (if necessary)	December 2004	FHLBNY application will be submitted in September 2004 round if needed.
Hawthorne permit approvals	January 2005	
Submission of Closing documents	February 2005	
Closing with HUD and secondary financing sources	April 2005	
Construction Start	April 2005	
Completion of Construction	November 2005	
Marketing/Move-In	November - December 2005	
Supportive Services Commence	November - December 2005	

**APPENDIX C**

**THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN**

**ADOPTED MAY 19, 2009**

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# **BURGIS ASSOCIATES, INC.**

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Community Planning  
Land Development and Design  
Landscape Architecture

## **HOUSING ELEMENT AND FAIR SHARE PLAN**

**BOROUGH OF HAWTHORNE  
PASSAIC COUNTY, NEW JERSEY**

### **PREPARED FOR:**

**BOROUGH OF HAWTHORNE PLANNING BOARD  
BA# 2091.03**

**March 5, 2009**

**HOUSING ELEMENT AND FAIR SHARE PLAN**

**BOROUGH OF HAWTHORNE  
PASSAIC COUNTY, NEW JERSEY**

**PREPARED FOR:**

**BOROUGH OF HAWTHORNE PLANNING BOARD  
BA# 2091.03**

**The original document was appropriately signed and sealed on March 5, 2009 in accordance with Chapter 41 of Title 13 of the State Board of Professional Planners.**

---

**Joseph Burgis, P.P., AICP  
Professional Planner #2450**

## **MEMBERS OF THE HAWTHORNE PLANNING BOARD**

Walter Garner III, Chairman  
John Lane, Vice Chairman  
Mayor Richard Goldberg  
Councilman Frank E. Matthews  
Gene DeAugustines  
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**Planning Board Attorney / Secretary**  
William Monaghan, Esq.

**Planning Board Engineer**  
Boswell McClave Engineering

**Planning Consultant**  
Joseph Burgis, P.P., AICP, Burgis Associates, Inc.

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## Borough of Hawthorne Housing Element and Fair Share Plan

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### INTRODUCTION

In 1975 the New Jersey Supreme Court decided So. Burlington Cty. NAACP v. Borough of Mount Laurel, which concluded that every developing municipality in New Jersey has an affirmative obligation to provide for its fair share of affordable housing. In a subsequent decision in 1983, the Court acknowledged that the vast majority of municipalities in the State had ignored their constitutional obligation, and called for the State Legislature to enact legislation that would save municipalities from the burden of having the courts determine their affordable housing needs. The result was the establishment of the New Jersey Council on Affordable Housing (COAH), the state agency responsible for overseeing the manner in which the state's municipalities address their low- and moderate-income housing needs.

COAH had originally adopted in 1987 and again in 1994 a 'fair share' methodology to determine housing-need numbers for all municipalities in the state, and the adopted combined Prior Round housing-need numbers for Hawthorne indicated a 318-unit affordable housing new construction obligation. This 1<sup>st</sup> and 2<sup>nd</sup> Round 'combined' number was reduced to 71 units, inclusive of 57 new construction units and 14 rehabilitation units, through a vacant land adjustment received as part of a Judgment of Repose received September 29, 2005.

In December 2004, COAH adopted new substantive (N.J.A.C. 5:94) and procedural (N.J.A.C. 5:95) rules to address the Third Round period. At the same time, COAH readjusted all Prior Round housing-need new construction numbers and rehabilitation numbers. On October 20, 2008, COAH issued, yet again, adjustments to its Prior Round new construction and rehabilitation numbers, with the Prior Round obligation set at 58 new construction units and the rehabilitation share at 34 units for Hawthorne. However, since the Borough received a vacant land adjustment as part of its Judgment of Repose for its Prior Round obligation, the Borough's Prior Round new construction and rehabilitation obligations were established by the Court at 57 new construction units and 14 rehabilitation units, irrespective of COAH's newly published numbers which did not reflect to Judgment of repose.

Additionally, the Third Round rules implement a new 'growth share' approach to affordable housing, representing a significant departure from COAH's Prior Round rules in that the new rules attempt to link the production of affordable housing with actual development and projected growth. There are three components to the Third Round methodology. They include the rehabilitation share, any remaining Prior Round obligation for the period 1987-1999, and the "Growth Share" obligation. Growth share is determined by projections of residential and non-residential growth projections for the period covering January 1, 2004 to January 1, 2018. The new substantive rules state that for every four market rate residential units projected to be constructed, the municipality shall be obligated to provide one unit that is affordable to households of low- or moderate-income. In addition, each municipality is obligated to provide one affordable unit for every 16 newly created jobs.

## **Borough of Hawthorne Housing Element and Fair Share Plan**

Based on COAH's October 20, 2008 estimates of need, Hawthorne has a Third Round affordable housing obligation consisting of a 34 unit rehabilitation obligation and a 230 unit Growth Share component that is a function of projected residential and non-residential growth. COAH estimates that between 2004 and 2018 the Borough will add an additional 586 dwellings, which translates to 117 units of affordable housing, and 1,808 jobs, which translates into 113 units of affordable housing. Given the Borough's familiarity with its developed character and thus its conclusion that COAH substantially overestimates the community's residential and non-residential growth potential, the Borough hereby takes exception to COAH's projections of growth, and herein offers a more realistic analysis of the Borough's development potential.

Using development data to measure residential and non-residential growth as set forth the Third Round regulations, it is projected that Hawthorne has a Third Round growth share new construction obligation of 12 units. This is based on growth that has occurred since 2004 and the limited remaining vacant land available for development within the Borough. This information is outlined in Workbook C, which is included within this Housing Element.

The plan is organized into three sections. The first part of this plan, the housing element, contains background data on the Borough's population and housing characteristics. The second section calculates the Borough's fair share obligation for the provision of affordable housing in accordance with the procedures identified in the Third Round rules. The Borough's fair share plan for meeting its affordable housing obligation is contained in the final section of this plan.

This document is intended to determine Hawthorne's Third Round housing obligation and indicate the manner in which this obligation is to be addressed. The analysis has been prepared pursuant to the provisions of the Municipal Land Use Law (MLUL) and the applicable regulations of COAH governing the provision of affordable housing for the Third Round period ending in 2018.

**SECTION I  
HOUSING ELEMENT**

## Borough of Hawthorne Housing Element and Fair Share Plan

### 1. COMMUNITY OVERVIEW

The Borough of Hawthorne is located in southern Passaic County. Hawthorne shares a boundary with seven municipalities, including the Boroughs of North Haledon and Prospect Park and the City of Paterson in Passaic County, and the Bergen County municipalities of Glen Rock, Fair Lawn, Wyckoff, and Ridgewood.

The Borough has a land area of 3.44 square miles. It is essentially a fully developed community, with its little remaining vacant land characterized by environmentally sensitive features or constrained by contaminants. The Borough is primarily characterized by older residential neighborhoods consisting mainly of single- and two-family homes. Industrial uses are located in the southern portion of the Borough along the borders of Paterson and Fair Lawn, as well as in the northern portion of the Borough and along the Susquehanna Railroad right-of-way. The Borough also has a central business district extending along Lafayette Avenue, which consists of retail and service commercial and office uses.

### 2. INVENTORY OF MUNICIPAL HOUSING STOCK

As required by the MLUL, this section of the housing element provides an inventory of the Borough's housing stock. It details housing characteristics such as age, condition, purchase/rental value, and occupancy. This section also details the number of affordable units available to low- and moderate-income households and the number of substandard housing units capable of being rehabilitated.

- a. Number of Dwelling Units. As shown in the table below, the total number of dwelling units in Hawthorne has been increasing since the 1970s. The housing stock grew by just over five percent during the 1970s and the 1990s, with a slower rate of growth during the 1980s.

**Table 1 - Dwelling Units (1970-2008), Hawthorne, New Jersey**

<b>Year</b>	<b>Total Dwelling Units</b>	<b>Numerical Change</b>	<b>Percentage Change</b>
1970	6,623	-	-
1980	6,996	373	5.6%
1990	7,055	59	0.8%
2000	7,419	364	5.2%

Source: U.S. Census

The following table provides details regarding the tenure and occupancy of the Borough's housing stock. As shown below, about 64 percent of the Borough's housing stock in 2000 was owner-occupied. There were 159 vacant units in 2000, representing just over two percent of the Borough's housing units.

## Borough of Hawthorne Housing Element and Fair Share Plan

**Table 2 - Housing Characteristics: 1990 and 2000, Hawthorne, New Jersey**

Category	1990		2000	
	No. Units	Percent	No. Units	Percent
Owner-Occupied Units	4,486	63.6	4,735	63.8
Renter-Occupied Units	2,345	33.2	2,525	34.0
Vacant Units	224	3.2	159	2.1
<b>Total Units</b>	<b>7,055</b>	<b>100</b>	<b>7,419</b>	<b>1000</b>

Source: U.S. Census, 1990 and 2000.

- b. Housing Characteristics. The following tables provide information on the characteristics of the Borough's housing stock, including data on the number of units in the structure and the number of bedrooms.

**Table 3 - Units in Structure: 1990 and 2000; Hawthorne, New Jersey**

Units in Structure	1990		2000	
	Number	Percent	Number	Percent
One Unit Detached	3,716	52.7	3,780	51.0
One Unit Attached	156	2.2	229	3.1
2 Units	2,341	33.2	2,561	34.5
3 to 4 Units	178	2.5	269	3.6
5 to 9 Units	116	1.6	100	1.3
10 or More	420	5.9	456	6.1
Mobile Home	1	0.0	24	0.3
Other	127	1.8	0	0.0
<b>Total</b>	<b>7,055</b>	<b>100</b>	<b>7,419</b>	<b>100</b>

Source: U.S. Census, 1990 and 2000.

**Table 4 - Number of Bedrooms in Housing Units: 1990 and 2000; Hawthorne, New Jersey**

Bedrooms	1990		2000	
	Number	Percent	Number	Percent
None	4	0.1	73	1.0
One	1,056	15.0	1,013	13.7
Two	2,241	31.8	2,384	32.1
Three	2,611	37.0	2,630	35.4
Four	985	14.0	1,065	14.4
Five or more	158	2.2	254	3.4
<b>Total</b>	<b>7,055</b>	<b>100</b>	<b>7,419</b>	<b>100</b>

Source: U.S. Census, 1990 and 2000.

**Borough of Hawthorne Housing Element and Fair Share Plan**

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- c. Housing Age. Approximately 75 percent of the Borough's housing stock was constructed prior to 1960. Less than four percent has been constructed since 1990. The median year of home construction for the Borough is 1949.

**Table 5 - Year Structure Built; Hawthorne, New Jersey**

<b>Year Units Built</b>	<b>Number of Units</b>	<b>Percent</b>
1999 to March 2000	39	0.5
1990 to 1998	227	3.1
1980 to 1989	365	4.9
1970 to 1979	474	6.4
1960 to 1969	790	10.6
1940 to 1959	2,878	38.8
1939 or earlier	2,646	35.7
<b>Total</b>	<b>7,419</b>	<b>100</b>

Source: 2000 U.S. Census

- d. Housing Conditions. An inventory of the Borough's housing conditions is outlined in the following tables. The first table identifies the extent of overcrowding in the Borough, defined as housing units with more than one occupant per room. In 2000, the Census data indicates that 1.8 percent of the Borough's dwelling units are considered overcrowded.

**Table 6 - Occupants per Room, 2000; Hawthorne, New Jersey**

<b>Occupants Per Room</b>	<b>Number of Units</b>	<b>Percent</b>
1.00 or less	7,133	98.3
1.01 to 1.50	84	1.2
1.51 or more	43	0.6
<b>Total</b>	<b>7,260</b>	<b>100</b>

Source: 2000 U.S. Census

The following table presents other characteristics of housing conditions, including the presence of complete plumbing and kitchen facilities and the type of heating equipment used. According to U.S. Census data 10 units lacked complete kitchens and 15 units lacked complete plumbing in 2000. Thirty-five (35) units use non-standard means of heating or use no heating fuel.

**Borough of Hawthorne Housing Element and Fair Share Plan**

**Table 7 - Equipment and Plumbing Facilities: 1990 and 2000; Hawthorne, New Jersey**

Facilities	1990		2000	
	Number	Percent	Number	Percent
<b>Kitchen:</b>				
Lacking Complete Facilities	19	0.3	10	0.1
With Complete Facilities	7,036	99.7	7,409	99.9
<b>Plumbing:</b>				
Lacking Complete Facilities	21	0.3	15	0.2
With Complete Facilities	7,034	99.7	7,404	99.8
<b>Heating Equipment:</b>				
Other Standard Heating Facilities	17	0.2	7,384	99.5
Means, No Fuel Used	7,037	99.8	35	0.5

Source: U.S. Census; 1990 and 2000.

- e. **Purchase and Rental Values.** The Borough has experienced an increase in rental and purchase prices housing prices between 1990 and 2000 as shown in the following tables. As shown below, the median gross rent for the Borough's rental housing stock rose from \$667 in 1990 to \$949 in 2000.

**Table 8 - Specified Renter-Occupied Housing Units: 1990 and 2000  
Hawthorne, New Jersey**

Value Range	1990		2000	
	Number	Percent	Number	Percent
Less than \$200	22	0.9	7	0.3
\$200 to \$299	43	1.8	24	1.0
\$300 to \$499	313	13.4	43	1.7
\$500 to \$749	1,196	54.3	334	13.2
\$750 to \$999	502	21.5	1,094	43.3
\$1,000 or more	121	5.9	898	35.6
No Cash Rent	63	2.7	124	4.9
<b>Total</b>	<b>2,330</b>	<b>100</b>	<b>2,524</b>	<b>100</b>
<b>Median Rent</b>	<b>\$667</b>		<b>\$949</b>	

Source: U.S. Census, 1990 & 2000.

The median value of owner-occupied housing units rose by four percent between 1990 and 2000, from \$191,000 to \$198,600. The region has seen a marked increase in housing values since the publication of the 2000 census.

**Borough of Hawthorne Housing Element and Fair Share Plan**

**Table 9 - Value of Specified Owner-Occupied Housing Units: 1990 and 2000  
Hawthorne, New Jersey**

Value Range	1990		2000	
	Units	%	Units	%
Less than \$50,000	8	0.2	0	0.0
\$50,000 to \$99,999	49	1.5	6	0.2
\$100,000 to \$149,999	322	9.8	299	8.5
\$150,000 to \$199,999	1,563	47.6	1,487	42.3
\$200,000 to \$299,999	996	30.4	1,182	33.7
\$300,000 to \$499,999	325	9.9	498	14.2
\$500,000 or more	18	0.5	40	1.1
<b>Total</b>	<b>3,281</b>	<b>100</b>	<b>3,512</b>	<b>100</b>
<b>Median Value</b>	<b>\$191,000</b>		<b>\$198,600</b>	

Source: U.S. Census, 1990 & 2000.

- f. Number of Units Affordable to Low- and Moderate-Income Households. The median household income for a three-person household in Region 1 -- the Borough's housing region comprising Bergen, Hudson, Passaic and Sussex Counties -- is \$69,365 according to COAH's 2008 Regional Income Limits. A three-person moderate-income household, established at 80 percent of the median income or lower, would have an income of \$55,492 or less.

Per the 2008 Low- and Moderate-Income Sales Prices for New Construction published by COAH, an affordable sales price for a three-person moderate-income household earning 70 percent of the median income is estimated at \$126,244. This estimate is based on the Uniform Housing Affordability Controls (UHAC) outlined per N.J.A.C. 5:80-26.1. Approximately one percent of the Borough's housing units in 2000 were valued at less than \$126,244 according to the census data.

- g. Substandard Housing Capable of Being Rehabilitated. COAH has assigned Hawthorne a rehabilitation share of 34 units, which represents deficient housing units occupied by low- and moderate-income households not likely to experience "spontaneous rehabilitation." This item is further detailed in the Fair Share Plan section of this document.

**3. PROJECTION OF MUNICIPAL HOUSING STOCK**

The Fair Share Plan section of this document includes a detailed projection of the municipal housing stock, pursuant to COAH's rules for establishing the "growth share" component of the fair share obligation. It identifies both historical and projected growth trends.

**Borough of Hawthorne Housing Element and Fair Share Plan**

**4. POPULATION ANALYSIS**

The MLUL requires that a housing element provide data on the Borough's population, including population size, age and income characteristics.

- a. Population Size. As seen in the table below, the Borough's population saw tremendous growth between 1940 and 1960. After reaching its census peak at 19,173 persons in 1970, the population dropped during the 1970s and 1980s before rebounding during the 1990s. The 2007 population estimate of 18,106, provided by the New Jersey Department of Labor, represents a slightly lower population than the 2000 Census figure.

**Table 10 - Rate of Population Growth: 1920-2007, Hawthorne, New Jersey**

<b>Year</b>	<b>Population</b>	<b>Population Change</b>	<b>Percent Change</b>
1940	12,610	-	-
1950	14,816	2,206	17.5%
1960	17,735	2,919	19.7%
1970	19,173	1,438	8.1%
1980	18,200	-973	-5.1%
1990	17,084	-1,116	-6.1%
2000	18,218	1,134	6.6%
2007 (est.)	18,106	-112	-0.6%

Source: Passaic County Master Plan 1986 Land Use Element, 1990 & 2000 Census, NJ Department of Labor.

Data on births and deaths is shown in the following table.

**Table 11 - Number of Births and Deaths: 1990-2004; Hawthorne, New Jersey**

<b>Year</b>	<b>Births</b>	<b>Deaths</b>	<b>Difference</b>
1990	243	81	162
1991	247	89	158
1992	218	93	125
1993	258	92	166
1994	256	100	156
1995	268	79	189
1996	257	89	168
1997	185	84	101
1998	240	64	176
1999	237	182	55
2000	219	164	55
2001	219	143	76
2002	246	173	73
2003	217	177	40
2004	227	186	41
<b>Total</b>	<b>3537</b>	<b>1796</b>	<b>1741</b>

Source: State of New Jersey, Department of Health Center for Health Statistics

**Borough of Hawthorne Housing Element and Fair Share Plan**

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- b. Age Characteristics. The Borough's age characteristics are outlined in the table below. As shown, the percentage of residents age 14 and under has risen over the previous decade, whereas the number of residents between the ages 20 through 34 has declined. The percentage of residents between the ages of 35 and 54 has also increased.

**Table 12 - Age Characteristics: 1990 & 2000; Hawthorne, New Jersey**

Age Group	1990		2000	
	Number	Percent	Number	Percent
Under 5	1,062	6.2	1,155	6.3
5-9	915	5.4	1,106	6.1
10-14	758	4.4	1,081	5.9
15-19	879	5.1	930	5.1
20-24	1,152	6.7	886	4.9
25-34	3,286	19.2	2,881	15.8
35-44	2,478	14.5	3,218	17.7
45-54	1,808	10.6	2,459	13.5
55-59	808	4.7	971	5.3
60-64	955	5.6	714	3.9
65-74	1,659	9.7	1,413	7.8
75-84	1,029	6.0	1,057	5.8
85+	295	1.7	347	1.9
<b>Total</b>	<b>17,084</b>	<b>100</b>	<b>18,218</b>	<b>100</b>
<b>Median Age</b>		<b>-</b>	<b>38.2</b>	<b>-</b>

Source: U.S. Census, 1990 & 2000.

- c. Average Household Size. Average household size had been on a downward trend until the 1990s, when the average household size rose from 2.42 in 1990 to 2.51 in 2000.

**Table 13 - Average Household Size: 1960-2000; Hawthorne, New Jersey**

Year	Total Population	Number of Households	Household Size
1970	19,173	6,623	2.89
1980	18,200	6,871	2.65
1990	17,084	6,831	2.42
2000	18,218	7,248	2.51

Source: 1990 & 2000 U.S. Census, Passaic County Data Book 1989

## Borough of Hawthorne Housing Element and Fair Share Plan

- d. Household Income. The median household income in Hawthorne increased 28 percent between 1990 and 2000, rising from \$43,109 to \$55,340. Detailed household income figures are shown in the table below.

**Table 14 - Household Income: 1989 and 1999; Hawthorne, New Jersey**

Income Category	1990		2000	
	Number	Percent	Number	Percent
Less than \$10,000	532	7.9	292	4.0
\$10,000 to \$14,999	406	6.0	288	4.0
\$15,000 to \$24,999	821	12.1	625	8.6
\$25,000 to \$34,999	743	11.0	730	10.1
\$35,000 to \$49,999	1,594	23.6	1,254	17.3
\$50,000 to \$74,999	1,605	23.7	1,680	23.2
\$75,000 to \$99,999	649	9.6	1,116	15.4
\$100,000 to \$149,999	311	4.6	862	11.9
\$150,000 or more	99	1.5	401	5.6
<b>Total</b>	<b>6,760</b>	<b>100</b>	<b>7,248</b>	<b>100</b>
<b>Median Household</b>	<b>\$43,109</b>		<b>\$55,340</b>	
<b>Passaic County</b>	<b>\$37,596</b>		<b>\$49,210</b>	

Source: U.S. Census, 1990 and 2000.

### 5. EMPLOYMENT ANALYSIS

The MLUL requires that a housing plan include data on employment levels in the community. The following tables present information on the Borough's employment characteristics.

- a. Covered Employment. Table 15 presents the covered employment trends for selected years within the Borough.

**Table 15 - Covered Employment Trends (Private Sector), Selected Years; Hawthorne, New Jersey**

Year	Number of Jobs
1997	5,243
1998	5,313
1999	5,655
2003	5,184

Source: New Jersey State Data Center, New Jersey Employment & Wages Municipality Report.

- b. Employment Characteristics of Employed Residents. The following two tables detail information on the employment characteristics of employed Hawthorne residents. The first table details occupation characteristics, while the second table details industry characteristics.

**Borough of Hawthorne Housing Element and Fair Share Plan**

**Table 16 - Employed Persons 16 & Over, By Occupation: 1990 and 2000; Hawthorne, New Jersey**

Occupation	1990		2000	
	Number	Percent	Number	Percent
Managerial and Professional Specialty:				
Executive, Administrative, Managerial	1,627	17.8	1,517	15.7
Professional Specialty	1,348	14.8	1,945	20.2
Sales	1,236	13.5	1,311	13.6
Technical & Administrative Support	1,980	21.7	1,779	18.5
Services	613	6.7	1,387	14.4
Farming, Forestry, Fishing	49	0.5	13	0.1
Production & Maintenance	1,199	13.1	484	5.0
Transportation and Material Moving	269	2.9	374	3.9
Construction, Operators, Laborers	803	8.8	826	8.6
<b>Total</b>	<b>9,124</b>	<b>100</b>	<b>9,636</b>	<b>100</b>

Source: U.S. Census; 1990 and 2000.

**Table 17 - Employed Persons 16 & Over, By Industry: 1990 & 2000; Hawthorne, New Jersey**

Industry	1990		2000	
	Number	Percent	Number	Percent
Agriculture, Forestry, Fisheries, Mining	105	1.2	11	.01
Construction	723	7.9	676	7.0
Manufacturing	1,730	19.0	1,128	11.7
Transportation, Warehousing, and Utilities	654	7.2	468	4.9
Wholesale trade	604	6.8	494	5.1
Retail Trade	1,366	15.0	1,184	12.3
Finance, Insurance, Real Estate, and Rental and Leasing	821	9.0	746	7.7
Services:				
Educational Services	572	6.3	915	9.5
Health Services	676	7.4	1,072	11.1
Entertainment & Recreation	118	1.3	622	6.5
Other Professional Services	1,373	15.0	1,459	15.1
Other Services	192	2.1	483	5.0
Public Administration	190	2.1	378	3.9
<b>Total</b>	<b>9,124</b>	<b>100</b>	<b>9,636</b>	<b>100</b>

Source: U.S. Census; 1990 and 2000.

- c. Employment Projections. Detailed employment projections are provided in the Fair Share Obligation section of this document, as required by COAH in determining the Borough's Growth Share obligation.

**SECTION II  
FAIR SHARE OBLIGATION**

## **1. INTRODUCTION**

The methodology for determining the Borough's Third Round affordable housing obligation changed significantly from the methodology utilized for the Prior Round. Under COAH's Third Round rules, the Third Round obligation is a function of three components:

- Rehabilitation share;
- Remaining Prior Round obligation (1987-1999); and
- Growth share.

The Growth Share component represents the most significant change from the Prior Round, as it requires that each municipality determine its own affordable housing obligation based on the amount of residential and non-residential growth it anticipates over the Third Round period from 2004 to 2018. Each of the three components combines to determine the municipality's total affordable housing obligation. More detail on each of the components is provided below.

### **a. Rehabilitation Share**

The rehabilitation share component of the affordable housing obligation is based on the municipality's existing housing deficiencies. It is defined as "the number of deficient housing units occupied by low and moderate income households within a municipality." A deficient housing unit is a unit "with health and safety code violations that require the repair or replacement of a major system." A major system includes any of the following: weatherization, roofing, plumbing, heating, electricity, sanitary plumbing, lead paint abatement and/or load bearing structural systems. The rehabilitation share replaces what was known in the Prior Round as "indigenous need."

A municipality has two options for determining the rehabilitation share component of its affordable housing obligation. The first option is to use the rehabilitation share number assigned to the municipality by COAH, which has devised a methodology using 2000 Census data to estimate the number of low- and moderate-income housing units qualifying as deficient. Utilizing this methodology, COAH assigned a rehabilitation share for each municipality. The methodology is based on regional averages that are then applied to local conditions. It adjusts for potential double counting, incorporates credits for municipalities which have been "increasingly impacted" by the rehabilitation share, and accounts for the portion of units likely to experience spontaneous rehabilitation, i.e., those likely to rehabilitate through private forces. Alternatively, a municipal can conduct its own housing survey to develop an actual rehabilitation share.

COAH has assigned a new rehabilitation share of 34 units to Hawthorne. This contrasts with the 14 unit rehabilitation share obligation outlined in the Judgment of Repose dated September 29, 2005. The 14 unit obligation is based on a municipal survey conducted prior to the Judgment of Repose. This survey served as the basis to reduce the rehabilitation number to 14 units, which is being used in this plan as the rehabilitation obligation.

b. Remaining Prior Round Obligation

Prior Round Obligation is comprised of previous prospective need (Rounds 1 and 2) and the reallocated present need from Round 2. Because COAH utilized current Census data to adjust previously published Prior Round obligation numbers in order to correct for under/overestimates, it has provided each municipality with a new Prior Round obligation number in an appendix to its Third Round rules. The Borough has no remaining Prior Round obligation, having satisfied the 57 unit Prior Round new construction obligation as outlined in the Judgment of Repose.

c. Growth Share

The Growth Share portion of a municipality's fair share obligation is based on the projected residential and employment growth in the municipality over the period between 2004 and 2018. It is defined as:

“The affordable housing obligation generated in each municipality by both residential and non-residential development from 2004 through 2018 and represented by a ratio of one affordable housing unit among five market rate housing units constructed plus one affordable housing unit for every 16 newly created jobs as measured by new or expanded non-residential construction within the municipality.”

That is, each individual municipality's actual growth between 2004 and 2018 generates an affordable housing obligation. Specifically, for residential development, one affordable housing unit obligation is generated for every four market rate residential units constructed in the municipality. For non-residential development, a unit of affordable housing obligation is generated for each 16 jobs created in the municipality. Job creation estimates are based on the amount of non-residential square footage developed within the municipality.

For example, if the municipality experiences a net growth of 80 market rate units between 2004 and 2018, an obligation of 16 affordable housing units is generated. If 25,000 square feet of additional office space is constructed in the municipality, 70 jobs would be generated (based on a ratio of 2.8 office jobs per 1,000 square feet), resulting in a four unit affordable housing obligation.

**Borough of Hawthorne Housing Element and Fair Share Plan**

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**2. CALCULATION OF AFFORDABLE HOUSING OBLIGATION**

The calculation of the Borough's affordable housing obligation is detailed below.

a. Rehabilitation Share

Per Appendix B of the Third Round Rules, the Borough is listed as having a rehabilitation share of 34 units. The Judgment of Repose dated September 29, 2005 designates a 14 unit rehabilitation obligation based on a contemporaneous windshield survey and a detailed rehabilitation program instituted by the Borough and accepted by the Judge and Court Master involved in the Judgment of Repose. Our position is the Borough's rehabilitation obligation should be 14 units identified in the Judgment of Repose. The rehabilitation share obligation has been addressed through the creation of a housing trust funded by development fees.

b. Remaining Prior Round Obligation

Although Appendix C of the Third Round Rules indicates COAH has set the Borough's prior (second) round obligation to 58 units, the Judgment of Repose sets the new construction number at 57 units, which has been satisfied as outlined below. Since the Borough received a vacant land adjustment as part of its second round certified plan, the realistic development potential (RDP) established in the prior round remains at 57 units.

The Borough's Second Round certified plan addressed its obligation through a vacant land adjustment, regional contribution agreements, an inclusionary development, and accessory units. The second round plan components are represented below.

**Table 18  
Second Round Plan Components and Status  
Hawthorne, New Jersey**

<b>Plan Component</b>	<b>Number of Affordable Units</b>	<b>Status</b>
RCA (Lafayette Realty)	<b>23</b>	Complete
Inclusionary Development: Van Dyk Assisted Living (age restricted)	<b>10 (8 units + 2 bonus)</b>	Complete
Inclusionary Development: Westervelt Ave Alt Living	<b>24 (12 new const + 12 bonus)</b>	Complete
Inclusionary Development: 55 Westervelt Ave	<b>6</b>	Approved
<b>Total</b>	<b>63</b>	

Based on the components outlined above, the Borough has addressed its Prior Round new construction obligation and has additional credits to address the Third Round obligation.

c. Growth Share Obligation

The Growth Share component of the Borough’s affordable housing obligation is calculated based on the projected amount of residential and non-residential growth anticipated between 2004 and 2018. This projection involves a number of steps, including the formulation of a baseline projection that must ultimately be reconciled with the detailed projection resulting from an analysis of approved, pending and anticipated development applications.

Once the detailed analysis is complete and reconciled with the baseline projections, this growth is translated into an affordable housing obligation, based on a standard of one affordable housing unit for every four market rate units that are projected and one affordable unit for every 16 jobs that are projected to be created. Job creation is tied directly to the amount of non-residential floor space constructed.

The Growth Share calculation is presented below, separated into residential growth and non-residential growth.

1. Calculation of Residential Growth Share

- a. Baseline Residential Growth Projection. The baseline growth projection for residential development is set forth in Appendix F of N.J.A.C. 5:97, as outlined in the June 2008 amendments. The projection suggests the Borough’s residential growth between 2004 and 2018 equals 586 dwelling units. COAH determines this creates a residential Growth Share of 117.2 affordable units.

**Table 19**  
**Baseline Residential Growth Projection**  
**Hawthorne, New Jersey**

<b>2018 Household Estimate</b>	-	<b>2004 Household Estimate</b>	=	<b>Household Growth</b>
8,028		7,442		586

Source: N.J.A.C. 5:97, Appendix F, June 16, 2008 rule amendments

**Borough of Hawthorne Housing Element and Fair Share Plan**

- b. Actual Growth Projection. COAH permits municipalities to conduct a detailed analysis of historical trends, pending and approved development applications, and other local knowledge to generate a growth projection for the municipality. This projection will be compared to their estimated projection. The actual projection is determined through a series of steps and analyses, as shown below.

Historical Trends in Residential Development. Data for the years 1995 through 2008 year to date is presented in order to determine the Borough's historic residential growth trends and to determine actual growth since 2004, as evidenced by Certificates of Occupancy (COs) and demolition permits issued.

**Table 20**  
**Historical Trends in Residential Development**  
**Analysis of Certificates of Occupancy and Demolition Permits, 1996-2008 YTD**  
**Hawthorne, New Jersey**

	'96	'97	'98	'99	'00	'01	'02	'03	'04	'05	'06	'07	'08* YTD
COs Issued	11	24	10	5	4	5	8	3	14	1	16	17	33
Demo Permits Issued	2	5	1	3	0	1	2	4	4	3	2	1	2
<b>Net Growth</b>	<b>9</b>	<b>19</b>	<b>9</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>6</b>	<b>-1</b>	<b>10</b>	<b>-2</b>	<b>14</b>	<b>16</b>	<b>31</b>

\* Through November 2008

Sources: NJDCA Division of Codes and Standards, Municipal Activity Reports.

As shown above, the Borough has experienced a relatively small amount of residential development. In the last several years, almost all of the residential development growth is attributable to the Lafayette Realty / Delford Gardens townhouse development which has been developed to address the Borough's affordable housing obligation. As outlined in the following section, it is anticipated that residential development will continue at a relatively small pace in the upcoming years.

Anticipated (Projected) Residential Development. In this section, COAH requires that residential development be projected to 2018. This analysis involves documenting residential projects that have been approved, but have not yet received COs, pending residential development applications and anticipated residential development. The analysis requires that the plan estimate the year in which the CO will likely be granted.

## Borough of Hawthorne Housing Element and Fair Share Plan

Anticipated development is that which likely will occur before 2018 based on site-specific analysis of remaining developable parcels and local knowledge. This analysis also includes an estimate of other projected development, based, in part, on historical growth trends. Because of the large amount of residential development foreseen, particularly as compared to historical trends, no other projects are anticipated to be developed. As noted in Workbook C, the developable vacant land for residential development is very limited.

c. Comparison: Baseline Projection and Actual Projection

COAH's household growth projection of 586 units is not going to occur given the historical development patterns and lack of available vacant land not limited by environmental regulations. Our vacant land analysis indicates that future growth will be constrained by the developed nature of the Borough and lack of buildable vacant land. As noted in Workbook C, the market-rate growth and anticipated growth is estimated at 20 units from 2004 through 2018. This excludes inclusionary development that was outlined in the Judgment of Repose.

d. Determining the Residential Growth Share

In this step, the projected growth is adjusted based on that portion of the projection that includes affordable units that are to be constructed in accordance with the Prior Round certified plan. All affordable housing units may be excluded, as well as a portion of any market rate units that are part of an inclusionary development. Market rate units in an inclusionary development may be excluded at a rate of four times the number of affordable units constructed on-site.

Exclusion of the units that received COs attributable to the Lafayette Realty inclusionary development limits the growth share potential as outlined below. The lack of developable vacant land as confirmed in the judgment of repose and in Workbook C, both of which are included in the Appendix of this Housing Element, limits the potential for further development. The projected residential growth share obligation is approximately four units.

**Table 21**  
**Residential Growth Share Obligation**  
**Hawthorne, New Jersey**

	04	05	06	07	08	09-10	11-12	13-14	15-16	17-18	Total
Final Net Growth	14	1	0	0	0	0	1	1	1	2	20
Growth Share (+5)	2.8	0.2	0.0	0.0	0.0	0.0	0.2	0.2	0.2	0.4	4.0

2. Calculation of Non-Residential Growth Share

a. COAH Employment Growth Projection

COAH projects that Hawthorne will add 1,808 jobs between 2004 and 2018. This is identified on the following table:

**Table 22**  
**Baseline Non-Residential Growth Projection**  
**Hawthorne, New Jersey**

<b>2018</b>	-	<b>2004</b>	=	<b>Employment</b>
<b>Employment</b>		<b>Employment</b>		<b>Growth</b>
<b>Estimate</b>		<b>Estimate</b>		
7,500		5,692		<b>1,808</b>

Source: N.J.A.C. 5:97, Appendix F, June 16, 2008 rule amendments

b. Non-Residential Actual Growth Projection

Like the residential growth share analysis, COAH requires that the municipality undergo a detailed analysis of historical trends, pending and approved development applications, and other local knowledge to generate an actual non-residential growth projection for the Borough. This projection is compared to the baseline projection to determine its validity.

The detailed projection is determined through a series of similar steps and analyses to that referenced above. The analysis is shown below.

Historical Trends in Non-Residential Development

In this step, historical data for the years 1995 through 2008 year to date is shown. This data establishes the Borough's historical non-residential growth trends and provides actual growth figures for 2004 through 2008 year to date. As with the residential analysis, growth is indicated by certificates of occupancy and demolition permits issued. Historical trends are then utilized in a subsequent stage to help predict non-residential growth. The Certificates of Occupancy information is based on the total square footage by type of non-residential development (i.e. office, retail, etc.). The demolition permit information is based on the number of permits issued. Square footage of demolished buildings was not available for review.

## Borough of Hawthorne Housing Element and Fair Share Plan

**Table 23**  
**Historical Trends in Non-Residential Development, 1995-2008 YTD**  
**Analysis of Certificates of Occupancy, Building and Demolition Permits**  
**Hawthorne, New Jersey**

	96	97	98	99	00	01	02	03	04	05	06	07	08
<b>Certificates of Occupancy / Building Permits Issued (sf)</b>													
B-Business(Ofc)	0	0	18,888	98,214	1,400	5,953	30,955	0	24,100	0	20,297	0	4,471
A3: Assembly	0	0	0	0	18,768	0	22,703	0	0	0	0	0	0
<b>Demolition Permits Issued</b>													
Office	4	0	2	3	6	2	2	1	2	1	1	0	1
A3: Assembly							1						
<b>NO DEMOLITION SQUARE FOOTAGE AVAILABLE</b>													

Source: NJDCA Division of Codes and Standards, Municipal Activity Reports

As shown above, the Borough has experienced a significant amount of non-residential development over the previous decade, particularly in the office sector. Several demolitions occurred, but because data on actual square footage demolished is not available, actual negative growth during this period is impossible to determine.

The data from 2004 through 2008 year to date is translated into employment growth, based on the multipliers provided in Appendix D of COAH's Substantive Rules. This is shown on the table below.

**Table 24**  
**Actual Non-Residential Growth Share, 2004-2008 YTD**  
**Hawthorne, New Jersey**

	2004-05		2006-07		2008 YTD		Total Jobs
	Sq. Ft.	Jobs	Sq. Ft.	Jobs	Sq. Ft.	Jobs	
<b>Certificate of Occupancy Issued (sf)</b>							
B-Business	24,100	67.4	20,297	56.8	4,471	12.5	136.7
<b>Demolition Permits Issued: specific sq. footage data not available</b>							
<b>Total Net Jobs</b>	<b>67.4</b>		<b>56.8</b>		<b>12.5</b>		<b>136.7</b>

Anticipated Non-Residential Development

In this section, COAH requires that the municipality estimate non-residential development to 2018. This analysis involves the identification of all prospective non-residential projects, including those that have been approved but not yet received COs, any pending non-residential development applications, and other anticipated residential development. Anticipated development is that which will likely occur before 2018, based on site-specific analysis of remaining developable parcels. This analysis also includes an estimate of other projected non-residential development, based on historical growth trends. Yield calculations are based on existing zoning and other features that may impact the amount of development, such as the presence of environmental constraints, etc. Using Workbook C, there are no non-residential parcels without environmental constraints or contaminants, that have the potential to generate growth share.

c. Comparison: Baseline Projection and Actual Projection

If the actual projection is greater than or equal to the baseline projection, the actual projection has an automatic presumption of validity. However, if this projection is less than the baseline, COAH may deny substantive certification based on this fact, unless the validity of the alternate projection can be affirmatively established. The projected job growth is significantly less than that projected under Appendix D.

d. Determining the Non-Residential Growth Share

The non-residential growth share obligation is determined by dividing the Final Net Employment Growth projections by 16, based on the requirement that one affordable unit be constructed for every 16 jobs created. This is shown in the table below.

**Table 25  
Non-Residential Growth Share Obligation  
Hawthorne, New Jersey**

	04-05	06-07	08	09	10	11	12	13-14	15-16	17-18	Total
Final Net Growth	67.4	56.8	12.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	136.7
<b>Non-Residential Growth Share (÷16)</b>	<b>4.2</b>	<b>3.5</b>	<b>0.7</b>	<b>0.0</b>	<b>8.4</b>						

**Borough of Hawthorne Housing Element and Fair Share Plan**

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3. Total Growth Share Obligation: Residential and Non-Residential Development

The complete growth share projection is shown in the table below, and represents the Borough's growth share affordable housing obligation for the Third Round period.

**Table 26  
Total Growth Share Obligation  
Hawthorne, New Jersey**

	04-05	06-07	08	09	10	11	12	13-14	15-16	17-18	Total
Residential Growth Share	2.8	0.2	0.0	0.0	0.0	0.0	0.2	0.2	0.2	0.4	4.0
Non-Residential Growth Share	4.2	3.5	0.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.4
<b>Total Growth Share Obligation</b>											<b>12</b>

4. Total Affordable Housing Obligation

As indicated previously, the total fair share obligation is the sum of the rehabilitation share, remaining Prior Round obligation, and the growth share. As shown below, Hawthorne has a total 12 unit Third Round Obligation. The Borough has satisfied its Prior Round new construction and rehabilitation obligations as noted in the Judgment of Repose. When the six units of surplus credit from the Prior Round is considered, the Borough has to address six units for its Third Round Obligation.

**Table 27  
Total 3<sup>rd</sup> Round Fair Share Obligation  
Hawthorne, New Jersey**

Component	Obligation
Rehabilitation Share (completed)	0
Remaining Prior Round Obligation	6 unit surplus credit
Growth Share	12
<b>Total 3<sup>rd</sup> Round Fair Share Obligation</b>	<b>6</b>

**SECTION III  
FAIR SHARE PLAN**

**I. PLAN SUMMARY**

This section of the plan details the projects, mechanisms and funding sources which will be used to meet the Borough's affordable housing obligation.

- A. **Rehabilitation Obligation.** The Borough has a rehabilitation obligation of 14 units. In order to address this obligation, the Borough already has established a Housing Rehabilitation Program intended to assist qualifying households for rehabilitation.
  
- B. **Remaining Prior Round Obligation:** The Third Round rules assign the Borough a Prior Round obligation of 58 units, but the Judgment of Repose specifically calls for an obligation of 57 units. As detailed in Part II, the 57 unit obligation has been satisfied through a regional contribution agreement and inclusionary developments. Six units of surplus credits are carried over to address the Borough's Third Round obligation.
  
- C. **Growth Share Obligation:** As detailed in the body of this report, Hawthorne's growth share obligation is 12 units. The following is noted with respect to the growth share obligation:
  - 1. **Surplus Credits.** The Borough has a Prior Round surplus of six units credit. The total number of Third Round Units remaining is six units.
  
  - 2. **Age Restricted Units.** The Borough may age-restrict no more than 25 percent of the affordable unit obligation, or three units.
  
  - 3. **Rental Component and Bonus Credits.** COAH regulations stipulate that at least 25 percent, or three units, of a municipality's growth share obligation must be addressed with rental housing. Third Round rules provide for a 2:1 rental bonus credit for rental units constructed in excess of the rental obligation identified above. No more than 50 percent of the rental obligation can be classified as age-restricted housing.
  
  - 4. **Family Housing.** At least 50 percent, or six units, of the new construction affordable housing obligation must be considered "family housing," that is available to all who meet the specific income guidelines.
  
  - 5. **Maximum Bonus Credits.** No more than 25 percent of the growth share obligation, or three units, may be satisfied using bonus credits.

## **II. THIRD ROUND PLAN COMPONENTS**

1. Surplus Credits. The Borough generated 63 units credit for the Prior Round obligation, six units more than what was required per the Judgment of Repose. The six surplus units will be applied toward the Third Round Obligation.
2. Assisted Living / Age Restricted Units. The Borough will take credit for three units, in addition to those having received Prior Round credit, of age-restricted assisted living units at the Van Dyk Assisted Living facility. The three units are the maximum number of age restricted units permitted for a 12 unit obligation.
3. Group Homes. There are four group homes in the Borough eligible for COAH credits. These group homes and the number of credits are as follows:
  - a. Eastern Christian Children's Retreat, Goffle Road, group home, 5 beds
  - b. Eastern Christian Children's Retreat, Surrey Place, group home, 5 beds
  - c. Slade Rehabilitation Specialists, DeVoe Place, group home for brain injured, 5 beds
  - d. Slade Rehabilitation Specialists, Park Avenue, group home for brain injured, 10 beds

The four group homes located in the Borough have 25 beds, each eligible for one COAH credit. There are 25 credits generated to address the Third Round obligation.

4. Affordable Housing Ordinance. The Borough should adopt an affordable housing ordinance that provides an obligatory overlay requirement throughout the Borough mandating that whenever a developer proposes at least five units on a site, 20 percent of the total number of units must be set aside for income-qualified households.
5. Development Fees. The Borough should adjust its development fee ordinance to collect fees as permitted by COAH's Third Round rules. The funds generated by the collection of development fees will be applied directly toward the implementation of the Borough's Fair Share Plan, including spending at least 30 percent of funds for affordability assistance.

Development fees of up to 1.5 percent of the equalized assessed value may be collected on residential development, while 2.5 percent of the equalized assessed value may be collected on non-residential development. Additional residential units resulting from a "d" variance and additional non-residential floor area resulting from a "d" variance will be subject to a six percent development fee based on equalized assessed value.

## **III. PLAN DOCUMENTS**

The appendices include the ordinances and resolutions related to the implementation of the Third Round Plan, including the supporting information for the findings of the Third Round Plan.

**APPENDICES**

**A - 1: Judgment of Repose dated September 29, 2005**

David N. Kinsey, Special Master  
Kinsey & Hand  
14 Aiken Avenue  
Princeton, New Jersey 08540  
609-924-4990

LAFAYETTE REALTY CO., a New Jersey  
Partnership, and  
DELFORD GARDENS, INC., a  
New Jersey Corporation,

Plaintiffs,

vs.

THE BOROUGH OF HAWTHORNE, a  
Municipal Corporation of New Jersey,  
located in Passaic County, New Jersey,  
THE MAYOR AND COUNCIL OF  
THE BOROUGH OF HAWTHORNE and  
THE PLANNING BOARD OF  
THE BOROUGH OF HAWTHORNE,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
PASSAIC COUNTY

DOCKET NO: 1-89 P.W.E.

CIVIL ACTION  
(MOUNT LAUREL II)

**FINAL JUDGMENT OF COMPLIANCE  
AND REPOSE**

THIS MATTER coming before the Court by way of application by Defendant, Borough of Hawthorne ("Hawthorne"), seeking final judgment in the form of a judgment of compliance and repose; and

The Court, having entered an Interim Judgment on December 6, 2004 that determined that Hawthorne had an adjusted Second Round (1987-1999) fair share housing obligation of 71 units (14 rehabilitation units and 57 new construction units) and approved the Hawthorne Housing Element and Fair Share Plan, subject to certain conditions; and

The Court, having entered an Amended Interim Judgment on December 21, 2004, granted certain credits for the Van Dyk Assisted Living Residence and established certain conditions on the conceptually-approved Hawthorne-Paterson Regional Contribution Agreement ("RCA"); and

The New Jersey Council on Affordable Housing ("COAH") having, by Resolution adopted September 14, 2005, recommended to the Court that the Court approve the Hawthorne-Paterson

Regional Contribution Agreement to transfer 23 units of Hawthorne's housing obligation to Paterson; and

The Court, having been received the letter-reports of the Special Master dated September 14, 2005 and September 23, 2005; and

The Court, having conducted a continued compliance hearing on September 26, 2005, and having heard from Michael J. Pasquale, Esq., counsel for the defendant, Borough of Hawthorne; Kenneth E. Meiser, Esq., Hill Wallack, counsel for plaintiffs; and the Special Master, David N. Kinsey; and no other person appearing or requesting opportunity to address the Court, and for the reasons stated in the Court's oral opinion of September 26, 2005;

IT IS ON this 29th day of September 2005, ORDERED as follows:

1. The Hawthorne-Paterson Regional Contribution Agreement to transfer 23 units of Hawthorne's housing obligation to Paterson is hereby approved, subject to the terms and conditions specified in the COAH Resolution adopted September 14, 2005, including the following amended payment schedule:

<u>Payment schedule</u>	<u>Amount</u>
1st payment no more than 30 days after the effective date of the Agreement:	\$200,000
2nd payment no more than 90 days after the date of the 1st payment:	\$200,000
<u>3rd and final payment within 365 days of the effective date of the Agreement:</u>	<u>\$175,000</u>
Total	\$575,000

2. Defendants are hereby granted a Final Judgment of Compliance and Repose as to the First Count (*Mount Laurel* Compliance) of the First Amended Complaint, effective August 9, 2001 through August 9, 2007, which shall shield Hawthorne from exclusionary zoning and/or *Mount Laurel* litigation. *The court reserves decision on Hawthorne's application for a longer period of Repose.*
3. The Court retains jurisdiction over all disputes with respect to the Final Judgment previously granted as to the Second Count (*Builder's Remedy*) of the First

Amended Complaint, entered January 2, 2002, and the Order Approving Settlement Agreement, entered April 18, 2004. Plaintiff or Defendant may bring a motion in aid of litigant's rights, or a motion to reopen.

4. Jurisdiction over the Hawthorne Second Round Housing Element and Fair Share Plan approved by the Court is hereby transferred to COAH for the purpose of monitoring overall compliance, as well as monitoring the implementation of the Hawthorne-Paterson Regional Contribution Agreement and Hawthorne's affordable housing trust fund revenues and expenditures. The Court shall continue to be responsible for enforcement of Hawthorne's Development Fee Ordinance when and if advised by COAH, as a result of its monitoring, of the need for any enforcement action. Jurisdiction over the Builder's Remedy aspect of the case is not transferred to COAH.
5. The Special Master, David N. Kinsey, is discharged. Plaintiff or Defendant may bring a motion to reinstate the Special Master for limited purposes under Count Two (Builder's Remedy).
6. A true copy of this Order shall be served upon all counsel, the Special Master, and COAH within 2 days of the date hereof.

  
Burrell Ives Humphreys, J.A.D.  
Retired and temporarily assigned on recall

**A - 2: Changes to Municipal Zoning Ordinances During the Previous Two Years**

**[Insert changes in ordinance that occurred during previous two years. JB: Obtain copies from Borough].**

**A - 3: Development Fee Ordinance**

## 1. Purpose

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

## 2. Basic requirements

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

## 3. Definitions

- a) The following terms, as used in this ordinance, shall have the following meanings:
  - i. **"Affordable housing development"** means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

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

#### 4. Residential Development fees

##### a) Imposed fees

- i. Within the residential zoning districts, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5 percent of the equalized assessed value for residential development provided no increased density is permitted.
- ii. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a “d” variance) has been permitted, developers may be required to pay a development fee of 6 percent of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal one percent of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

- b) Eligible exactions, ineligible exactions and exemptions for residential development
  - i. Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
  - ii. Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
  - iii. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
  - iv. Developers of one or two owner-occupied dwelling units, residential structures demolished and replaced as a result of a natural disaster, green buildings etc. shall be exempt from paying a development fee.

## **5. Non-residential Development fees**

- a) Imposed fees
  - i. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
  - ii. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

- iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.
- b) Eligible exactions, ineligible exactions and exemptions for non-residential development
- i. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.
  - ii. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
  - iii. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
  - iii. A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
  - iv. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by Hawthorne as a lien against the real property of the owner.

## 6. Collection procedures

- a) Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official or designated municipal official responsible for the issuance of a building permit.
- b) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The Developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- c) The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.
- d) Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- e) The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- f) Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- g) Should Hawthorne fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).
- h) Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.

i) Appeal of development fees

- 1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by Hawthorne. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
- 2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by Hawthorne. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

**7. Affordable Housing trust fund**

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

- c) Within seven days from the opening of the trust fund account, the Borough of Hawthorne shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank, and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).
- d) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

## **8 Use of funds**

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

- ii. Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The use of development fees in this manner shall entitle Hawthorne to bonus credits pursuant to N.J.A.C. 5:97-3.7.
- iii. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- d) Hawthorne may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
- e) No more than 20 percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

## **9. Monitoring**

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

**10. Ongoing collection of fees**

- a) The ability for Hawthorne to impose, collect and expend development fees shall expire with its substantive certification unless Hawthorne has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's approval of its development fee ordinance. If Hawthorne fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). Hawthorne shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall Hawthorne retroactively impose a development fee on such a development. Hawthorne shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

**A - 4: Resolution Requesting COAH to Review the Development Fee Ordinance**

**WHEREAS**, Hawthorne, Passaic County was granted a judgment of repose on *September 29, 2005*; and

**WHEREAS**, P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), permits municipalities that are under the jurisdiction of COAH or of a court of competent jurisdiction and that have a COAH-approved spending plan to impose and retain fees on residential and non-residential development; and

**WHEREAS**, subject to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), N.J.A.C. 5:97-8.3 permits a municipality to prepare and submit a development fee ordinance for review and approval by the Council on Affordable Housing (COAH) that is accompanied by and includes the following:

1. 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);
2. A description of the types of developments that are exempted per N.J.A.C. 5:97-8.3(e);
3. A description of the amount and nature of the fees imposed per N.J.A.C. 5:97-8.3(c) and (d);
4. A description of collection procedures per N.J.A.C. 5:97-8.3(f);
5. A description of development fee appeals per N.J.A.C. 5:97-8.3(g); and
6. A provision authorizing COAH to direct trust funds in case of non-compliance per N.J.A.C. 5:97-8.3(h).

**WHEREAS**, Hawthorne has prepared a draft development fee ordinance that establishes standards for the collection, maintenance, and expenditure of development fees consistent with COAH's regulations at N.J.A.C. 5:97-8 and in accordance with P.L.2008, c.46, Sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

**NOW THEREFORE BE IT RESOLVED** that the Governing Body of Hawthorne, Passaic County requests that COAH review and approve Hawthorne's development fee ordinance.

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Susan Witkowski  
Borough Clerk

**A - 5: Spending Plan**

## **Spending Plan**

### **INTRODUCTION**

The Borough of Hawthorne, Passaic County has a development fee ordinance that was approved by the Council on Affordable Housing (COAH) on *[insert date of approval]*. This spending plan is prepared in accordance with N.J.A.C. 5:94-6.2(c) and 6.5 and includes the following:

1. Projection of revenues anticipated from imposing fees on development, based on actual proposed and approved developments and historic rate of development activity.
2. A description of the administrative mechanism that the municipality will use to collect and distribute revenues.
3. A description of the anticipated use of all development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, pursuant to N.J.A.C. 5:94-6.12, repayment of loans for rehabilitation or affordability assistance, and voluntary contributions.
4. A schedule for the creation and/or rehabilitation of housing units.
5. If the municipality is including a municipally sponsored or 100 percent affordable program, a new construction alternative living arrangement or an affordable housing partnership program, a pro-forma statement of the anticipated costs and revenues associated with the development.
6. The manner in which the municipality will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan.

To date, the Borough of Hawthorne has \$115,000 in its affordable housing trust fund. All development fees collected and interest generated by the fees are deposited in a separate interest-bearing account in *[insert name of bank]* for the purposes of affordable housing.

### **1. PROJECTION OF REVENUES FOR CERTIFICATION PERIOD**

To calculate a projection of revenue anticipated through the expiration of substantive certification, The Borough of Hawthorne considered the following:

- (a) Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals are anticipated to provide \$ 0 in development fees at issuance of building permits and/or certificates of occupancy during the period of substantive certification.
- (b) All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy are anticipated to provide \$ 0 in development fees during the period of substantive certification.

- (c) Development projected to begin construction based on historic rates of development is anticipated to provide an additional \$200,000 in development fees during the period of substantive certification.
- (d) Payments in lieu of construction from developers pursuant to N.J.A.C. 5:94-4.4(b-e) are anticipated to provide \$ 0 in development fees during the period of substantive certification.
- (e) Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of loans for rehabilitation or affordability assistance, and voluntary contributions are anticipated to provide \$ 0 in fees during the period of substantive certification.
- (f) Interest on the projected revenue in the housing trust fund at the current average interest rate is anticipated to provide \$30,000 to accrue to the affordable housing trust fund during the period of substantive certification.

The Borough of Hawthorne projects a total of \$ 230,000 in revenue to be collected between *March 1, 2009* and the expiration of substantive certification. When the total revenue projected of \$ 230,000 is added to the amount collected to date of \$115,000, a total of \$ 345,000 will be collected prior to the expiration of substantive certification. All development fees, payments in lieu of construction and other funds listed above will be deposited in a separate interest-bearing account in *[insert name of bank]* and all interest earned on the account will accrue to the account to be used only for the purposes of affordable housing.

## **2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS**

The following procedural sequence for the collection and distribution of development fee revenues will be followed by the Borough of Hawthorne:

(a) Collection of development fee revenues:

The planning board secretary notifies the designated municipal official, who is the Administrative Assistant to the Mayor, whenever preliminary, final or other applicable approval is granted for a development which is subject to a development fee.

When a request is made for a building permit, the designated municipal official, who is the Administrative Assistant to the Mayor, determines if the project is subject to the imposition of a mandatory development fee.

If so, the designated municipal official, who is the Administrative Assistant to the Mayor, will notify the Borough tax assessor to calculate the approximate value of the project and set the fee based on:



For residential fees: the equalized assessed value  
For non-residential fees: the equalized assessed value

The developer will pay up to 50 percent of the estimated development fee to the designated municipal official, who is the Administrative Assistant to the Mayor, at the time the building permit is issued. The funds are then forwarded to the designated municipal official, who is the Administrative Assistant to the Mayor, and deposited in the affordable housing trust fund.

The balance of the development fee will be paid by the developer to the designated municipal official, who is the Administrative Assistant to the Mayor, at the issuance of the certificate of occupancy. The funds are then forwarded to the Borough Treasurer and deposited in the affordable housing trust fund.

**(b) Distribution of development fee revenues:**

The Affordable Housing Board adopts and forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution.

The release of funds requires the adoption of the governing body resolution in accordance with the COAH-approved spending plan. Once a request is approved by resolution, the Borough Treasurer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

### **3. DESCRIPTION OF ANTICIPATED USE OF DEVELOPMENT FEES**

- (a) The Borough of Hawthorne will dedicate \$ 0 to New Construction programs which are exempt from the affordability assistance requirement.

**New Construction project(s): \$ 0**

(b) The Borough of Hawthorne will dedicate \$ 105,000 from the affordable housing trust fund to render units more affordable, including \$ 35,000 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

*[provide detailed description of the proposed affordability assistance program]*

(c) The Borough of Hawthorne will dedicate \$65,000 from the affordable housing trust fund to be used for administrative purposes as follows:

*Housing plan and ordinance amendments and updates.*

(d) The remaining \$0 in the affordable housing trust fund will be used as follows:

N/A

<b>SPENDING PLAN CALCULATION SUMMARY</b>	
Existing Balance	\$115,000
Pending fees due upon issuance of building permit and/or CO	+ \$0
Projects awaiting approval	+ \$0
Projection based on historic development activity	+ \$200,000
Payments in lieu of construction	+ \$0
Projected Interest	+ \$30,000
Other	+ \$0
<b>TOTAL PROJECTED REVENUE</b>	<b>= \$345,000</b>
Funds used for Rehabilitation, RCA or New Construction (not including administration of such programs)	- \$480,000
<b>TOTAL SUBJECT TO AFFORDABILITY ASSISTANCE REQUIREMENT</b>	<b>= \$105,000</b>
Affordability Assistance (minimum of 30% of above total)	- \$105,000
Affordability Assistance to Very Low Income Households (minimum of 1/3 of above allotment)	\$35,000
Administration (maximum of 20% of total projected revenue minus RCA contribution)	- \$65,000
<b>REMAINING FUNDS FOR OTHER HOUSING ACTIVITY</b>	<b>= \$175,000</b>
1. <i>[list individual projects]</i>	- \$
2.	- \$
3.	- \$
	<b>= \$0.00</b>

#### 4. SCHEDULE FOR CREATION AND/OR REHABILITATION OF HOUSING UNITS

The Borough of Hawthorne intends to use development fee revenues for the creation and/or rehabilitation of housing units. The creation/rehabilitation schedule will parallel the schedule set forth in the Housing Element and Fair Share Plan as follows:

*[Provide information for your municipality's rehabilitation program and each of the following new construction project types, if applicable: municipally sponsored and 100 percent affordable program, new construction alternative living arrangement, accessory apartments, buy-down program, municipally sponsored rental program, and affordable housing partnership program]*

PROGRAM	NUMBER OF UNITS	FUNDS REQUIRED									
		(YEAR)									
		1	2	3	4	5	6	7	8	9	10
1.											
2.											
3.											
4.											
5.											
6.											
7.											

#### 5. MUNICIPALLY SPONSORED OR 100 PERCENT AFFORDABLE PROGRAMS, NEW CONSTRUCTION ALTERNATIVE LIVING ARRANGEMENTS, AND AFFORDABLE HOUSING PARTNERSHIP PROGRAMS

*[Insert Description of Total Development Cost Breakdown Per Project, Construction Schedule, and Sources of Funding]*

#### **SUMMARY**

The Borough of Hawthorne intends to spend development fee revenues pursuant to N.J.A.C. 5:94-6.12 and in conjunction with the housing programs outlined in the housing element and fair share plan dated November 2008.

The Borough of Hawthorne has collected \$ to date and anticipates an additional \$ *[insert total projected revenue]* in revenues before the expiration of substantive certification for a total of \$ *[insert total of collections and projections]*. The municipality will dedicate \$ *[insert amount of revenue for housing activities]* towards *[insert types of housing programs]*, \$ *[insert amount of revenue for affordability assistance]* to render units more affordable, and \$ *[insert amount of revenue for administrative costs]* to administrative costs. Any shortfall of funds will be offset by funds from the municipality or other sources as yet to be determined.

**A - 6: Resolution Forwarding the Spending Plan to COAH For Review**

## **Resolution Forwarding the Spending Plan to COAH For Review**

**WHEREAS**, the Governing Body of the Borough of Hawthorne, Passaic County petitioned the Council on Affordable Housing (COAH) for substantive certification on (*insert date*); and

**WHEREAS**, the Borough of Hawthorne received approval from COAH on [*insert date*] of its development fee ordinance; and

**WHEREAS**, N.J.A.C. 5:94-6.2(c) requires a municipality with an adopted development fee ordinance, payments that have been received in lieu of constructing affordable housing pursuant to the terms of a developer's agreement and/or funds from the sale of units with extinguished controls to receive approval of a spending plan from COAH prior to spending any of the funds in its housing trust fund; and

**WHEREAS**, N.J.A.C. 5:94-6.5 requires a spending plan to include the following:

1. A projection of revenues anticipated from imposing fees on development, based on actual proposed and approved developments and historic development activity;
2. A description of the administrative mechanism that the municipality will use to collect and distribute revenues;
3. A description of the anticipated use of all development fees, payments in lieu of constructing affordable housing units on site, and/or funds from the sale of units with extinguished controls, pursuant to N.J.A.C. 5:94-6.12;
4. A schedule for the expenditure of all development fees, payments in lieu of constructing affordable units on site, and/or funds from the sale of units with extinguished controls;
5. A schedule for the creation or rehabilitation of housing units;
6. A pro-forma statement of the anticipated costs and revenues associated with the development if the municipality envisions being responsible for public sector or non-profit construction of housing; and
7. 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; and

**WHEREAS**, the Borough of Hawthorne has prepared a spending plan consistent with N.J.A.C. 5:94-6.5.

**NOW THEREFORE BE IT RESOLVED** that the Governing Body of the Borough of Hawthorne, Passaic County requests that COAH review and approve Hawthorne's spending plan.

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Susan Witkowski  
Borough Clerk

**A - 7: Affordable Housing Ordinance**

AN ORDINANCE OF Borough of Hawthorne TO ADDRESS THE REQUIREMENTS OF THE COUNCIL ON AFFORDABLE HOUSING (COAH) REGARDING COMPLIANCE WITH THE MUNICIPALITY'S PRIORITY 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 Hawthorne 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 the Borough of Hawthorne 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 Hawthorne 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 Hawthorne Municipal Building, or from COAH at 101 South Broad Street, Trenton, New Jersey and on COAH's website, [www.nj.gov/dca/affiliates/coah](http://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;
  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.

(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 Hawthorne 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 Hawthorne'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 Hawthorne 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 Hawthorne.
    - 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 Hawthorne'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 Hawthorne 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 1 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 1 comprised of Bergen, Hudson, Passaic and Sussex Counties.
- (d) The Administrative Agent designated by the Borough of Hawthorne 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 Hawthorne.

**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 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 Hawthorne 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 Passaic. 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 Hawthorne is established by this ordinance. The governing body 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 Hawthorne.
  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 Hawthorne, 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 Hawthorne'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 Hawthorne shall designate by resolution of the governing body, 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 Hawthorne 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.

**B – 1: COAH Vacant Land Calculator Data (Workbook C)**

## **Summary of Adjusted Growth Share Projection Based On Land Capacity**

**(Introduction to Workbook C)**

**Municipality Name:**

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. The Worksheet is a 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 projected 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 seeking to request a downward adjustment to the COAH-generated growth projections may do so by providing a detailed analysis of municipal land capacity. After completing this analysis, the growth projections may be lowered if the resulting growth share obligation results in a figure that is at least 10 percent lower than the projected Growth Share Obligation that would result from the COAH-generated growth projections. Actual growth must first be determined using the Actual Growth worksheet. A growth projection adjustment may only apply to any remaining growth.

[Click Here to Enter Actual Growth to Date](#)

[Click Here to Complete the Residential Parcel Inventory and Capacity Analysis](#)

[Click Here to Complete the Non-residential Parcel Inventory and Capacity Analysis](#)

### **Summary Of Worksheet Comparison**

	<b>COAH Projected Growth Share (From Worksheet A)</b>	<b>Growth Share Based on Municipal Capacity (From Worksheet C)</b>
Residential Growth	586	20
Residential Exclusions	0	0
Net Residential Growth	586	20
Residential Growth Share	117.20	3.93
Non-Residential Growth	1,808	137
Non-Residential Exclusions	0	0
Net Non- Residential Growth	1,808	137
Non-Residential Growth Share	113.00	8.55
Total Growth Share	230	12

**The Municipal land capacity analysis results in a reduction to the COAH-generated growth projection. Please file Workbook C and use a Residential Growth Share of 3.93 plus a Non-residential Growth Share of 8.55 for a total Growth Share Obligation of 12 affordable units**

## Growth Projection Adjustment - Actual Growth

**Municipality Name: Hawthorne**

<b>Actual Growth 01/01/04 to Present</b>					
Residential COs Issued	15	Square Feet Added (COs Issued)	Square Feet Lost Demolition Permits Issued	Jobs/1,000 SF	Total Jobs
Non-residential CO's by Use Group					
B		48868		2.8	136.83
M				1.7	0.00
F				1.2	0.00
S				1.0	0.00
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
<b>Total</b>		<b>48868</b>	<b>0</b>		<b>137</b>

- [Return to Growth Projection Adjustment Summary Screen](#)
- [Proceed to Inventory of Vacant Residential Land](#)
- [Proceed to Inventory of Non-residential Land](#)

Hawthorne Growth Projection Adjustment - Residential Parcel Inventory

Block	Lot	Address	Owner	SDRP Planning Area	Urban Center (Y/N)	Sewer Service Area (Y/N)	HUC 11 NO3 Density	Total Acreage	Constrained Acreage	Constraint Description	Buildable Acreage	Density (Units/Ac)	Capacity (Units)
2	1.01	2 N 7th St	Ambrogio, M	1	n	y		0.06	0.00		0.00	8.00	0.00
7	6	56 N 10th St	Viruet, E & J	1	n	y		0.04	0.00		0.00	8.00	0.00
18	2	13 Passaic Ave	Aldi, J	1	n	y		0.14	0.00		0.14	8.00	1.12
84	2.03	72 Mazur Pl	Oliver, F & S	1	n	y		0.16	0.00		0.16	8.00	1.28
86	12	24 48 N 19th St	Warren Bros CO	1	n	y		0.12	0		0.00	8.00	0.00
167	1	119 Fourth Ave	Van Den Burg Rlty	1	n	y		0.15	0		0.15	8.00	1.20
202	5	63 Ninth Ave	Van Lenten, R	1	n	y		0.11	0		0.00	8.00	0.00
217	6.01	Van Winkle Ave	Scro F	1	n	y		0.13	0		0.13	8.00	1.04
Subtotal This Page													4.64
Subtotal Page 2													0.00
Subtotal Page 3													0.00
Subtotal Page 4													0.00
Subtotal Add'l Pages													0.00
Grand Total													4.64

[Add More sheets](#)

[Click Here to Return to Workbook C Summary](#)

[Click Here to Proceed to Non-residential Parcel Inventory and Capacity Analysis](#)

\* Note: Hyperlink to GIS files requires GIS software. Files must be downloaded first and then opened in a GIS Viewer.

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

<p><b>COAH Growth Projections</b></p> <p>Must be used in all submissions</p>
--

**Municipality Name: Hawthorne**

Enter the COAH generated growth projections form 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 <b>Enter Growth Projections From Appendix F(2)*</b>	586	1,808
2 <b>Subtract the following Residential Exclusions pursuant to 5:97-2.4(a) from "Exclusions" tab</b>	<a href="#">Click Here to enter Prior Round Exclusions</a>	
COs for prior round affordable units built or projected to be built post 1/1/04		
Inclusionary Development	0	
Supportive/Special Needs Housing	0	
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	0	
3 <b>Subtract the following Non-Residential Exclusions (5:97-2.4(b))</b>		
Affordable units	0	
Associated Jobs		0
4 <b>Net Growth Projection</b>	586	1,808
5 <b>Projected Growth Share (Conversion to Affordable Units)</b> Divide HH by 5 and Jobs by 16)	117.20 Affordable Units	113.00 Affordable Units
6 <b>Total Projected Growth Share Obligation</b>		230 Affordable Units

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

\* For Residential Growth, See Appendix F(2), Figure A.1, Housing Units by Municipality. For Non-residential Growth, See Appendix F(2), Figure A.2, Employment by Municipality

**APPENDIX D**

**PLANNING BOARD/ZONING BOARD RESOLUTIONS APPROVING AFFORDABLE HOUSING UNITS, OR A PAYMENT IN LIEU OF CONSTRUCTING AFFORDABLE HOUSING, SINCE MAY 27, 2009 FILING FOR SUBSTANTIVE CERTIFICATION**

1. 116 Washington Ave, LLC (for creation of units at 41 Washington Avenue)
2. High Rise Tower Development, LLC
3. Christian Health Care Center (CHCC)
4. 233 Central Avenue, LLC (use variance)
5. 233 Central Avenue, LLC (site plan)
6. Confirming Letter for 233 Central Avenue, LLC (payments in lieu)
7. Draft Developer's Agreement for 233 Central Avenue, LLC (payments in lieu)

IN THE MATTER OF THE APPLICATION )

OF

**116 Washington Avenue, LLC** )

BE IT RESOLVED by the Zoning Board of Adjustment of the Borough of Hawthorne that the application of **116 Washington Avenue, LLC**, to develop premises known as 116 and 122 Washington Avenue, Lots 31 and 32, Block 29, for multi-family residential use in the R-2 Residence zone requiring a minor subdivision of Lots 31 and 32 and variances for use, density, side yard, both single and combined, front yard, centerline setback, impervious coverage, parking space and turnaround variances for one or both of the lots to be created, be and the same is hereby **GRANTED**, and related Soil Movement Application **RECOMMENDED on conditions** for the reasons, findings and conclusions set forth in a resolution, separate from but attached hereto, which resolution is adopted by reference and incorporated herein and is hereby made a part of the official minutes of the Zoning Board of Adjustment.

Moved: *GALLAGHER*      Seconded: *DE RITTER*

	Yea	Nay	Abstain	Absent
De Ritter	<u>X</u>	—	—	—
Duffy	<u>X</u>	—	—	—
Gallagher	<u>X</u>	—	—	—
Joustra	—	—	—	<u>X</u>
Silvestri	—	—	—	<u>X</u>
Terraglia	<u>X</u>	—	—	—
Schroter	—	—	—	<u>X</u>
Chamberlin	<u>X</u>	—	—	—
Hallock	<u>X</u>	—	—	—

IN THE MATTER OF THE APPLICATION) ) ) OF ) ) 116 Washington Avenue, LLC )	BOARD OF ADJUSTMENT  Borough of Hawthorne  RESOLUTION MEMORIALIZING PREVIOUS ACTION
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**WHEREAS, 116 Washington Avenue, LLC, has applied to the Board of Adjustment of the Borough of Hawthorne to develop premises known as 116 and 122 Washington Avenue, Lots 31 and 32, Block 29, for multi-family residential use in the R-2 Residence zone requiring a major subdivision of Lots 31 and 32 and variances for use, density, side yard, both single and combined, front yard, centerline setback, impervious coverage, parking space and turnaround variances for one or both of the lots to be created, and**

**WHEREAS, a public hearings on the application were held by the Board on December 21, 2009 and April 19, 2010, and**

**WHEREAS, This Board of Adjustment of the Borough of Hawthorne, at its public meeting of April 19, 2010 did make the following findings of fact, determinations and decision:**

**FACTS:**

1. The required notice was given and published and proof thereof was filed with the Board. The Board has received and reviewed the following:

- (i) Letter Reports of Boswell McClave Engineering dated September 10, October 19 and November 13, 2009, and January 18, April 16 and April 16 (Revised), 2010,
- (ii) Storm Water Drainage Report of Rigg Associates dated September 4, 2009,
- (iii) Wetlands Opinion of ETI dated October 5, 2009, and
- (iv) Traffic Impact Study of Bertin Engineering Associates, Inc. dated September 30, 2009.

2. 116 Washington Avenue, Lot 32, Block 29, is owned by the applicant while 122 Washington Avenue, Lot 31, Block 29, the abutting neighbor to the north, is owned by 122 Washington Realty and that entity has consented to the application. The principals of the two companies are the same. 116 Washington Avenue contains a partially occupied industrial building and 122 Washington Avenue contains a two family home. Taken together the premises are surrounded by one and two family homes in the R-2 Residence zone.

3. The proposal is to redivide the two lots to retain the two family home on the now shortened lot 31 joining the rear of the lot to Lot 32 to provide parking for the redesigned industrial building proposed to house 13 residential units. The area of the two lots to be created would comply with applicable regulations but Lot 32 would have deficient side yards: single 8.6 feet where 10 feet is the minimum and combined 23.8 feet where 25 feet is the minimum.

4. Lot 32, the lot on which the building to be converted is located, would have a side yard of 5 feet where 10 feet is the minimum, a front yard of 4.6 feet where 20 feet is

required, a centerline setback of 29.6 feet where 50 feet is required and impervious coverage of 61.8% where 50% is the maximum permitted.

5. The proposed use, multi-family residential, is not permitted in the zone and the proposed density of 2,723 sq. ft. per unit is less than the mandatory minimum of 3,250 requiring "d" variances. In addition, the parking spaces offered are 9 feet by 18 feet, permitted by the RSIS, but a violation of the Borough requirements.

6. Prior to the April 19 hearing date the applicant made changes to the site plan reducing the number of parking spaces from 28 to 25 along the rear of the proposed lot 32.01 because of potential riparian zone conditions. The refuse/recycling station was moved to a new addition at the front of the building. The main entrance and handicap access was modified. Aisle width at the south side of the building was widened with reduced impervious coverage resulting from revised grading. A higher fence is proposed while the retention system has been reduced due to increased landscaping.

7. Testimony was offered of an adequate water supply and the sanitary sewer monitoring showed enough capacity to handle the project.

8. The question of flood hazard zone and wetlands was raised. Testimony was given that no flood hazard permit was required but, on the issue of the presence of wetlands, no determination from the State was available although the applicant offered the view of an outside consultant that wetlands were not present.

9. The applicant's Architect offered a description of the work to be carried out to convert the building, then, in his capacity as licensed Professional Planner, opined that the conversion of an industrial use in the residential zone to a residential use constituted a "special reason" to support a grant of approval. He described Lot 32 as one of the largest in the area and which, with the addition of a portion of Lot 32 through the subdivision, could easily accommodate the proposed multi-unit development. He furthered advised that the development fulfilled the purposes of zoning as set forth in the statutes and the Borough's ordinances.

10. The special Professional Planner retained by the Borough agreed that the conversion to residential use and peculiar lot size were influential factors but questioned the need for 13 units creating a density issue.

11. After a recess, the applicant reduced the number of proposed units to 11 2 bedroom units.

12. The Applicant has expressed a willingness to comply with all applicable COAH regulations by the provision of affordable units and financial contribution and produce an exemption from the applicability of wetlands regulations from the Department of Environmental Protection if the Borough Engineer deems such determination necessary.

13. Public comments were received at the December meeting but no member of the public spoke on April 19.

#### **DETERMINATIONS:**

1. The existing building, originally used for industrial purposes, is only partially occupied and surrounded by one and two family dwellings. It's conversion to residential use meets the purposes of zoning both as set forth in N.J.S.A.40:55D-2, et seq. and Sec. 225-2.

2. The proposed improvement would create an esthetic improvement and the proposed major subdivision will create a lot size to conform to the traffic and parking needs of the project.

3. The requested bulk variances complement the salutary zoning purposes and in some instances improve the existing deficiencies.

4. For the foregoing reasons, this Board finds there are adequate special reasons to support a grant of the requested relief which would be no substantial impairment of the public interest and no substantial impairment of the intent and purpose of the Zone plan and ordinance.

**NOW THEREFORE, BE IT RESOLVED** that the application of **116 Washington Avenue, LLC**, to develop premises known as 116 and 122 Washington Avenue, Lots 31 and 32, Block 29, for multi-family residential use in the R-2 Residence zone requiring a major subdivision of Lots 31 and 32 and variances for use, density, side yard, both single and combined, front yard, centerline setback, impervious coverage, parking space and turnaround variances for one or both of the lots to be created, be and the same is hereby **GRANTED**, and related Soil Movement Application **RECOMMENDED** on the following conditions:

(i) The major subdivision shall be perfected by plat filing within the time prescribed by the applicable statute. The proposed plat shall be submitted to the Board Attorney and the Borough Engineer for approval as to form and content prior to filing;

(ii) The applicant shall enter into a Developers Agreement with the Borough and post appropriate performance and maintenance guarantees;

(ii) Prior to the issuance of any Certificate of Occupancy, the applicant shall comply with applicable COAH regulations and provide proof thereof to the appropriate municipal officials;

(iii) All plans shall be revised in accordance with proofs submitted and commitments made during the course of the public hearings. Final Site Plan shall be submitted to the Borough Engineer for recommendation of approval; and

(iv) To the extent required by the Borough Engineer, applicant shall provide the determination of the Department of Environment Protection that no wetlands are affected by the proposed development.

This Board does hereby memorialize and confirm the action taken on April 19, 2010 in the above matter. The foregoing approval is subject to concurrent approvals of any other board or agency with appropriate jurisdiction, as well as compliance with the Building Officials Code Annotated and all other ordinances of the Borough of Hawthorne.

The undersigned, Raymond G. Hallock, Chairman, does hereby certify that the above is a true copy of a memorializing resolution adopted by the Board of Adjustment of the Borough of Hawthorne on May 17, 2010.

*Raymond G. Hallock*

---

*RESUME*

WHEREAS, application has been made to the Hawthorne Planning Board by **High Rise Tower Development, LLC** for a variance from the requirements of Borough ordinance 540-96(B) regarding provision of affordable housing units for property commonly known as 55 Westervelt Avenue and also known as Block 7, Lot 1 on the Borough Tax Map, located in the R-9 Zone; and

WHEREAS, the applicant has submitted to the Board satisfactory proof of publication and service of notices of the application as required by law; and

WHEREAS, the Planning Board conducted public hearings on said application on July 1, 2014 and July 15, 2014 at which time the applicant offered lay testimony in support of the application, the Board had the benefit of a memorandum submitted by the Board planner and the Board opened the hearings for comment by the public; and

WHEREAS, the applicant was represented by Brian M. Chewcaskie, Esq.; and

WHEREAS, the Board, during the course of the public hearings, admitted into evidence and considered the following exhibit:

1. Memorandum dated July 15, 2014 from Joseph H. Burgis, P.P., AICP.

WHEREAS, the Board heard testimony from Giuseppe Gorga. He testified that he is the principal of the applicant. He is seeking permission to provide all of the affordable housing units required for the development off-site, rather than partially on-site and partially off-site in accordance with the applicable Borough ordinance. He has purchased one two-family house and is under contract to purchase another. Two additional housing units will be required to satisfy the affordable housing condition in the original approval for the development. He understands that he must comply with all applicable COAH regulations. He

stated that the reason for his request for variance relief is based on requirements by the lenders providing financing for the project.

WHEREAS, the Board opened the hearing for comment by the public at which time no members of the public requested the opportunity to be heard; and

WHEREAS, the Board, after considering the testimony and exhibit introduced at the public hearing and the arguments of counsel, does hereby make the following findings of fact and conclusions of law:

1. The applicant is the successor in title to the original applicant/developer, Millview Lofts at Hawthorne, LLC, which received approval memorialized in a resolution adopted on September 16, 2008.
2. The original approval included a condition requiring the developer to provide three affordable housing units on the site. The applicant now seeks permission to provide all of the required affordable units off site.
3. Since the applicable Borough ordinance governing the R-9 Zone contains a requirement for a portion of the affordable units to be located on site, approval of the applicant's request requires the grant of a variance by the Board.
4. The Board received a Memorandum from the Board planner indicating no objection to the application provided that the applicant meets the requirements outlined in the Memorandum to ensure that the Borough receives the appropriate affordable housing credits.

5. Based on the testimony adduced at the hearing, the arguments of counsel and the Memorandum received from the Board planner, the Board finds that the relief requested by the applicant can be granted. In addition to improving the project by removing the affordable component at the site, the Borough will benefit by the upgrading of the off-site properties purchased by the applicant. The Board further finds that the requested variance can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the zoning ordinance and zone plan.

WHEREAS, at its meeting on July 15, 2014, the Board approved a motion granting the application subject to the preparation of a memorializing resolution:

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Borough of Hawthorne, that the application of **High Rise Tower Development, LLC** for a variance from the requirement that a portion of the affordable housing units be provided on site be and hereby is granted subject to the following terms and conditions:

1. The applicant shall be bound by all exhibits introduced, all representations made and all testimony given before the Board at the hearings held on this application.
2. The applicant shall be responsible for obtaining any other approvals or permits from any other governmental agencies as required by law, and the applicant shall comply with any requirements or conditions of such approvals or permits. In the event that review of the applicant's plans by any

other governmental agencies requires changes which affect the terms and conditions of the Board's approval, the Planning Board retains jurisdiction to review the plans in light of the required changes.

3. The applicant must comply with all applicable COAH requirements and regulations to ensure that the Borough receives the appropriate affordable housing credits.

The undersigned, Chairman of the Planning Board of the Borough of Hawthorne, hereby certifies that the above is a true copy of a resolution adopted by said Board on the 19<sup>th</sup> day of August, 2014.

---

WALTER GARNER, III, Chairman

IN THE MATTER OF THE APPLICATION )

OF

**CHRISTIAN HEALTH CARE CENTER** )

**BE IT RESOLVED** by the Zoning Board of Adjustment of the Borough of Hawthorne that the application of CHRISTIAN HEALTH CARE CENTER for approval of preliminary and final site plans, bulk, use and density variances and a waiver in connection with the development of a Senior Independent Care Facility to be located partially in the Township of Wyckoff, Bergen County and partially in the Borough of Hawthorne, Passaic County be and the same is hereby **GRANTED subject to conditions** and this Board does hereby memorialize and confirm the action taken on June 30, 2014 in the above matter for the reasons, findings and conclusions set forth in a resolution, separate from but attached hereto, which resolution is adopted by reference and incorporated herein and is hereby made a part of the official minutes of the Zoning Board of Adjustment.

Moved:

Seconded:

	Yea	Nay	Abstain	Absent
De Ritter	<u>X</u>	___	___	___
Duffy	<u>X</u>	___	___	___
Gallagher	<u>X</u>	___	___	___
Schroter	<u>X</u>	___	___	___
Terraglia	<u>X</u>	___	___	___
Chamberlin	___	___	<u>X</u>	___
Melfi	___	___	<u>X</u>	___
Agnello	<u>X</u>	___	___	___
Hallock	<u>X</u>	___	___	___

IN THE MATTER OF THE APPLICATION	)	ZONING BOARD OF ADJUSTMENT
	)	
	)	
OF	)	Borough of Hawthorne
	)	
	)	RESOLUTION MEMORIALIZING
CHRISTIAN HEALTH CARE CENTER	)	PREVIOUS ACTION

**WHEREAS**, the Christian Health Care Center (hereinafter “CHCC”), has applied to the Zoning Board of Adjustment of the Borough of Hawthorne for approval of preliminary and final site plans, bulk, use and density variances and a waiver for a development of a Senior Independent Care Facility to be located partially in the Township of Wyckoff, Bergen County and partially in the Borough of Hawthorne, Passaic County at 301 Sicomac Road, Wyckoff, New Jersey. The facility would consist of 199 units, 51 of which would be located in Hawthorne on lots 1, 1.01, 1.02, 1.03, 1.04, and 1.05 in Block 293 on the Borough Tax Map, and,

**WHEREAS**, the applicant has previously gained approval of the Wyckoff portion of the development by resolution dated May 13, 2013, and,

**WHEREAS**, public hearings on the application were held by the Board on October 21 and December 9, 2013 and January 20, February 10, March 24, April 28 and June 30, 2014, and

**WHEREAS**, This Zoning Board of Adjustment of the Borough of Hawthorne, at its public meeting of June 30, 2014 did make the following findings of fact, determinations and decision:

**FACTS:**

1. The required notice regarding the requested relief was given and published and proof thereof was filed with the Board.

2. The Applicant in this matter is represented by Jerome A. Vogel, Esq., Jeffer, Hopkinson & Vogel, Esq., 1600 Rte. 208 North, Hawthorne, New Jersey 07506.

3. The premises in question are located in the R-1 Residence zone of the Borough which does not permit the proposed use consequently necessitating a use variance under Section 540-10 of the Borough Code. In addition, bulk variances for height, 2 ½ stories permitted, 3 proposed, minimum lot area for a dwelling unit, (Bulk Table), bulk and coverage requirements of Section 540-81 for both the R-1 and R-7 zones, retaining walls length and setbacks under Section 540-12, excessive limit on disturbance under Section 540-160 and reduced parking off-street stalls under Section 540-132B. A waiver from the requirement to show topography and existing nearby utilities is also requested along with any other variances or waivers deemed necessary by the Board.

4. Over the course of the hearings the applicant presented six witnesses whose testimony was as follows:

**Douglas Struyk**, President and CEO of the Christian Health Care Center, testified that the CHCC is located on a 79 acre campus that straddles the municipal boundary line separating the Township of Wyckoff from the Borough of Hawthorne. Approximately 16 of these acres are in Hawthorne. CHCC is about 102 years old and contains a variety of health care related facilities including a psychiatric hospital, nursing home, independent and assisted living buildings.

The proposal is to erect a Senior Independent Care Facility to be called “The Vista” to consist of 199 units, 51 of which would be located in Hawthorne. The units would be either one or two bedroom with the facility providing a fitness center, swimming pool, banking facilities, lecture/worship auditorium, convenience store and a Wellness Center. Together with the existing programs of CHCC a “Continuing Care Retirement Community” would be created.

Residents of the Vista who would have to be 65 or older would “age in place” with their needs being first addressed by the Vista facilities and programs and thereafter by assisted living and Nursing care on the CHCC campus.

Residents “...will enter into a contract” with CHCC, paying an entrance fee and thereafter monthly service fees. The entrance fee would depend upon the size of the unit and

whether a refund would be available in the future to the resident or his heirs. Underground parking for one car per unit would be provided.

5. **Kenneth Karle**, President of LAN Associates, Project Engineer, testified that the CHCC property is divided by the municipal boundary line separating Wyckoff from Hawthorne. It currently is comprised of 16.93 acres but coincidental with the application before the Board when and if approval is obtained, there will be a subdivision application creating four reconfigured residential lots out of four existing residential lots owned by the Applicant on Goffle Hill Road Drive reducing the size of the CHCC property in Hawthorne which is the subject of this application to 15 acres.

The Vista has several wings the ends of three of which would extend into Hawthorne. There is no autonomous building proposed for Hawthorne. None of the common facilities are located in the Hawthorne wings. These wings will have underground parking for their residents only.

For public safety access only, there will be a loop road enfolding the Hawthorne wings 26 feet in width. This will require an exception from the RSIS standard of 20 feet but it is proposed for fire and emergency vehicle access. There will be no surface parking in Hawthorne and access to the Vista by visitors will be only through Wyckoff. There will be 21 underground parking spaces for residents in the Hawthorne wings.

Complying with a Borough ordinance there will be a 150 buffer zone extending from the outer edge of the loop road to the rear property lines of the Emeline Drive properties in Hawthorne. While the applicant is committed to maintaining the buffer “disturbance free” it certainly would engage in “selective landscaping improvements” such as selective culling or pruning and add additional drainage facilities if required by the Board.

Drainage of the area will be addressed for the first time and directed through location of the building and loop road catch basins by underground pipes to a new retention basin to be located behind the residences on Goffle Hill Road. The downhill flow will be partially diverted to the retention basin and thus reducing the current impact on the Emeline Drive properties.

Variances are requested for use, maximum number of stories: 3 proposed but 2 ½ permitted, minimum lot area per dwelling unit: 12,808 sq. ft. proposed, 18,750 sq. ft. required; retaining wall length: <less than 10 ft. permitted, >10 feet proposed, 5 ft. from any other fence or wall required, <5 feet proposed; parking space size: 9 ft. x 20 ft. proposed. 10 ft. x 20 ft. required and steep slope disturbance: 20%-24.9%: 20% permitted, 24.1% proposed/25% and over: 10% permitted and 37.9% proposed, 1 ½% of the entire site. In addition waivers for depiction of topography and nearby utilities are requested. When and if the subdivision application is made three of the resultant lots will require variances for front yard setbacks.

On proposed lighting the applicant offered a 6 month period for any changes required by the Board.

6. **Glenn A. Tipton**, Project Architect, testified that the addition of the Vista to CHCC would create a Continuing Care Retirement Community providing independent living, assisted living and nursing care to its senior residents. The proposed architecture offers a residential appearance and “feel” like a single family house. Buildings are 3 stories in height but average less than 35 feet high. The view from Emeline Drive would be of building “ends” and the courtyards separating them.

7. **Louis Luglio**, Traffic Engineer Transportation Planner, testified that a traffic study was conducted in September, 2013 to determine existing conditions then “no build” and “build” scenarios were added. His conclusions are that the project is a low generator of traffic in Hawthorne, lower than a residential development. Consequently, there would be no measurable impact on Hawthorne.

8. **Richard Cording**, a licensed New Jersey Landscape Architect, commenting on the Landscape plan submitted by a Maryland Landscape Architect testified that he endorses the plan and approves the current buffer zone growth except for limbs caught in trees which should be cut out for safety reasons.

9. **Richard M. Preiss**, a Professional Planner, testified that he had been involved with the project since its inception. The project requires a use variance (d-1) and also a density

variance (d-5). The project is “inherently beneficial”. The addition of the Vista will provide a greater balance between independent and assisted living. Because of the entirety of services offered the Vista project qualifies as a “Congregate Care Facility” as defined by the New Jersey Department of Human Services. Applying the SICA test to the project, the project ranks high on the scale of “inherently beneficial” uses. Looking at possible detrimental impacts to the public good, the project’s location would be shielded from residential uses. Its appearance would be attractive and residential in character. There will be no outdoor parking with most, if not all activities conducted indoors. There would be virtually no traffic in Hawthorne, no adverse environmental effect and few municipal services required. As far as the second prong of the negative criteria is concerned, there will be an enhanced variety of housing and effective buffering of incompatible uses. Identifying drainage as a possible detrimental impact, the proposed loop road piping system and retention basin have addressed that. Based on these factors the positive elements of the project outweigh the negative. Density compares favorably with other institutions and the adverse impacts of the bulk violations do not affect Hawthorne.

10. **Joseph H. Burgis**, the Borough’s Professional Planner, testified concurring in the conclusion that the Vista project is an “inherently beneficial” use providing senior housing allowing residents to “age in place” and complying with the Borough Master Plan by encouraging a variety of housing for an increasingly aging population. Potential detrimental effects, such as visual impact, traffic, impact on municipal services, land use compatibility and environment are all minimal if extant at all. Some potentially adverse effects could be alleviated by additional plantings along Emeline Drive and culling or pruning the buffer’s existing growth. Weighing the positive and negative criteria, it is clear there is no “substantial detriment” to the public good or the Zoning Ordinance and master Plan. Regarding the issue of Affordable Housing it is recommended that some form of commitment to satisfy Hawthorne’s share obligations be obtained from the Township of Wyckoff and COAH’s consent to that arrangement. If those units are to be located in Wyckoff, there should be public identification of their attribution to Hawthorne’s obligation. Mr. Burgis opined that invasion of the buffer area for

cleanup should be available without need for a variance from Code Section 540-8T establishing the buffer. Additional plantings and installation of yard drains would require a variance.

11. **Rayna Laiosa**, Chairperson of the Hawthorne Environmental Commission, challenged the applicant's contention that the downhill berm or "dam" of the proposed detention basin did not require DEP review and permitting.

12. The Record in this matter shall consist of the following:

- Amended Application for preliminary and Final Site Plan Review and Development Plan dated June 26, 2013
- Amended Application for Use Variance dated June 25, 2013
- Letter of Jerome A. Vogel, Esq., Jeffer, Hopkinson & Vogel, Esqs., in support of the Application dated June 26, 2013
- Site Plan by LAN Associates, 43 pages, dated December 17, 2008 and revised to January 6, 2014; Sheets L1-1, L3-1, L5-1 and L6-1 revised to July 14, 2014
- Resolution of Twp. of Wyckoff dated May 13, 2013
- Architectural plans of Brown Craig Turner, 12 pages, dated September 14, 2012
- Stormwater Management Report by LAN Associates
- Power Point Printout entitled "The Vista" dated October 21, 2013
- Report of Boswell McClave Engineering dated September 16, 2013
- Report of Boswell McClave Engineering dated October 15, 2013
- Material Color Board
- Letter of LAN Associates clarifying height calculations
- Planning Report for the Vista submitted by Richard M. Preiss
- Fiscal Report for the Vista submitted by Richard M. Preiss
- Power Point Printout for the Vista dated March 24, 2014 submitted by Richard M. Preiss

- Traffic Impact Study prepared by Stantec Consulting Services, Inc., dated September, 2013
- Planning Report on the Vista by Joseph H. Burgis dated October 18, 2013
- Water Usage Report by LAN Associates dated June 20, 2008 revised to January 3, 2014
- Sanitary Sewer Report by LAN Associates dated June 9, 2009 revised to December 7, 2012
- Interim Reports of Passaic County Planning Board dated December 10, 2013 and February 25, 2014
- Test Pit Data by LAN Associates dated May 18, 2011 revised to January 9, 2014
- Dam Safety Report by LAN Associates dated April 28, 2014
- Hawthorne Environmental Commission (“EC”) Report dated April 8, 2014
- Letter of LAN Associates responding to EC Report dated July 9, 2014
- Landscape Plans Review Memorandum by Burgis Associates dated July 17, 2014

**DETERMINATIONS:**

1. The Board accepts the testimony described above.
2. **The Use Variance.** The property is located in the R-1 Residence Zone and the proposed use is not permitted in that zone. Because a “d(1)” variance is required the application must meet both the positive and negative criteria. For Special Reasons, both Professional Planners agree and the Board accepts the determination that the addition of the Vista to the CHCC will expand an “inherently beneficial” Continuing Care Retirement Community use. The completed project will offer its residents “life care”, the ability to “age in place” while enjoying “medical, wellness, socialization, culture retail services and educational programs”.

3. Given its “inherently beneficial” status, the Board must still weigh the positive and negative aspects of the project in accordance with Sica v. Wall Township 127 N.J. 152 (1992).

**The Public Interest.** Senior Citizen housing is a stated purpose of the Municipal Land Use Law, N.J.S.A. 40:55d-2(l), and an objective of the Borough Master Plan.

**Detrimental Impacts/Public Good.** Although located in the R-1 Residence Zone, the nearest residences would be approximately 237 feet away from the ends of two of the five wings of the proposed building and visual impact would be shielded by existing old growth trees and plants as well as proposed screening in the 150 foot buffer zone area. Resident activities will be largely indoors with noise and light at an absolute minimum. Traffic will be limited to residents of these wings, all common facilities and programs being located elsewhere and there will be no surface parking. Proposed drainage facilities will actually reduce the present storm water down flow by redirecting it to a detention basin behind Goffle Hill Road. There will be no impact on Municipal Services.

**Detrimental Impacts/Master plan & Zoning Ordinance.** The Borough Master Plan calls for “a variety of housing types, densities and balanced housing supply”. The project offers a comprehensive senior living facility to meet these goals.

Based on the evidence submitted the Board concludes the positive aspects of the project substantially outweigh the negative.

4. **Density and the Bulk Variances** A density (d5) variance is required because the lot area per unit is less than 18,750 sq. ft. but the proposed lot coverage is less than the maximum required by the R-1 Residence zone so the reduced density can be accommodated on site without substantial detriment. A height of less than 35 feet but exceeding the 2 ½ story limitation is proposed but contrary to the request, no variance is required. The steep slope deficiencies can be directly related to the creation of the detention basin proposed to alleviate storm water runoff and protect the Emeline Drive residences from flooding and erosion, again a benefit clearly outweighing any detriment. The proposed parking lot size more closely

corresponds to RSIS standards and the location of retaining walls of the length proposed in the “front yards” is a technical violation which should not stand in the way of environmental protections.

5. **Buffer Restriction** Section 540-8T of the Borough Code prohibits disturbance or improvement in the 150 buffer zone abutting the Emeline Drive properties. (“The Emeline Drive Buffer Zone”) Section 540-82A establishes the numbers and types of trees required to be planted. It is proposed to “cull” and remove any dangerous or hazardous growth, to install additional drainage facilities and provide additional screening in the zone. To the extent the departure from the Code limitations permitted hereby requires variance relief, this Board hereby grants same as a C(2) variance, subject to conditions hereinafter stated, for the purposes of enhancing safety and controlling/alleviating storm water runoff on to the Emeline Drive properties, a benefit clearly outweighing any detriment.

Accordingly and based on the foregoing findings of fact and analysis,

**NOW THEREFORE, BE IT RESOLVED** that the application of the **CHRISTIAN HEALTH CARE CENTER** for approval of preliminary and final site plans, bulk, use and density variances and a waiver for a development of a Senior Independent Care Facility to be located partially in the Township of Wyckoff, Bergen County and partially in the Borough of Hawthorne, Passaic County be and the same is hereby **GRANTED subject to the following conditions:**

1. Applicant will exercise its best efforts to obtain a written commitment from the Township of Wyckoff to provide all affordable housing units required by the project of the Borough to be built in the Township of Wyckoff and support the Borough of Hawthorne in any application to the Council on Affordable Housing, (COAH) to receive COAH credit for those units associated with the 51 units located in the Borough. Nevertheless, in the absence of which commitment, Applicant shall, prior to the issuance of any certificates of occupancy by the Borough, provide such units and pay all COAH Development fees. It is understood that this is a continuing condition of this Board’s approval of the application.

2. Applicant shall, promptly, apply for a re-subdivision of the Goffle Hill properties to reduce the area of the CHCC application to 15 acres.
3. Prior to the issuance of any building permits by Hawthorne, Applicant shall submit for review and approval by the Borough Engineer an amended site plan incorporating all revisions agreed to over the course of the hearings.
4. Prior to the issuance of any building permits by Hawthorne, the Applicant shall execute a Developers Agreement prepared by the Board Attorney.
5. Prior to the issuance of any building permits by Hawthorne, Applicant shall demonstrate an adequate source of water for the project.
6. Prior to the issuance of any building permits by Hawthorne, Applicant shall submit its plans for the detention basin berm/dam to the DEP to determine the proper dam classification and whether permitting other than by rule is required in which event it will take all actions necessary to secure the appropriate permit(s).
7. All tree and plant growth work in the Emeline Drive Buffer zone to eliminate dangerous and hazardous conditions or invasive species, all additional screening to be installed in the Emeline Drive Buffer zone permitted by approved landscape plans and all drainage control facilities be installed in the Emeline Drive Buffer zone shall be pre-approved by the Village Engineer.
8. The amenities, for the residents described in testimony, must be provided.
9. Minimum resident's age is 65.
10. There shall be no more than two (2) people living in a single unit.
11. Fire suppression and detection systems will be provided for the facility as required by the Borough's Fire Department.
12. All residential cooking stoves will be electric.
13. First responder communications must be receivable within the building. The Applicant must demonstrate that this requirement is met. If required, Applicant will install booster antennas to provide the necessary signal strength so that emergency services can transmit and receive radio communications throughout the entire structure.

14. Procedures for EMS, Police, Fire and 911 calls must be addressed to the satisfaction of the Township of Wyckoff and the Borough of Hawthorne. In addition, proper protocol must be established between both municipalities.
15. A condition of the contract for each unit must be that resident is able to self-evacuate from the building. If they are not able to self-evacuate, that CHCC has the ability to have resident moved to the next stage of care. A copy of the agreement must be provided to the Board Attorney for review.
16. The Applicant must satisfactorily address all comments noted in the Board Engineer's March 24, 2014 letter and must receive written approval from the Board Engineer.
17. There will be no increase in storm water runoff to adjacent properties.
18. The Applicant will provide Storm water Maintenance Manual to the municipality detailing maintenance measures to be followed.
19. The Applicant will maintain storm water management system in accordance with approved Storm water Maintenance Plan.
20. An easement will be provided for the detention basin. The easement will provide the Borough with the ability to maintain the basin, but not the obligation to maintain.
21. The existing driveway to/from the CHCC and Eastern Christian Children's Retreat ("ECCR") to Mountain Avenue will continue to provide access to the CHCC and ECCR. All deliveries to the CHCC will be made from Sicomac Avenue. Signage to be provided at entrance on Mountain Avenue stating "No CHCC Deliveries".
22. There shall be no access to the project from Emeline Drive.
23. The existing access to Merrywood Drive will continue to be utilized as an emergency access only and will remain closed/gated for through traffic.
24. The Applicant will request waiver/notice to exceed RSIS requirement for loop road width.
25. Applicant will Install and maintain landscaping as approved by Hawthorne Zoning Board of Adjustment including installing irrigation of ornamental landscaped areas.
26. Perimeter lighting will have back shields on light fixtures.
27. Site lighting is subject to a 12 month review after installation by Borough whereby the Borough could direct changes in site lighting.
28. Applicant will not have night time events in common areas and the facility will not be subject to rental.
29. The Applicant will provide the Borough with "Will Serve" letters from the intended water and sanitary sewer utilities that will be serving this project.
30. The Applicant must absorb any additional costs associated with sanitary sewer connection and usage imposed by the sewer authority.

31. All utilities will be installed underground.
32. Prior to retaining wall construction, the Applicant must submit design calculations for each retaining wall over two (2') feet in height including wall stability specifications and details of the varying geogrid locations and lengths.
33. For all retaining walls two (2') feet in height or greater constructed on site, the Applicant shall be responsible for providing a certification by a licensed Professional Engineer stating that he/she has provided on-site inspection during the wall construction, that proper construction methods were utilized, the wall has been constructed in accordance with the approved design drawings, the wall has been properly stabilized, and that the wall will prove adequate for the intended purpose. Inspecting engineers must also certify that the appropriate batter, height and location have been respected pursuant to the approved design drawings. Copies of these certifications are to be forwarded to the Municipal Engineer.
34. Refuse and recyclables will be stored inside building.
35. HVAC/roof top equipment will be screened. Additional screening will be installed if required by Borough Officials.
36. Applicant must obtain necessary approvals from outside agencies including, but not limited to, New Jersey Department of Environmental Protection, Bergen County Planning Board, Bergen County Soil Conservation District, Passaic County Planning Board and the Hudson-Essex-Passaic Soil Conservation District.
37. The Applicant is to submit an As-Built Survey upon completion of project.
38. The Applicant will provide the Borough with an anticipated sequence of construction for review and approval. The sequence of construction will be included in the Developer's Agreement.

and this Board does hereby memorialize and confirm the action taken on June 30, 2014 in the above matter. The foregoing approval is subject to concurrent approvals of any other board or agency with appropriate jurisdiction, as well as compliance with the Building Officials Code Annotated and all other ordinances of the Borough of Hawthorne.

The undersigned, Raymond G. Hallock, Chairman, does hereby certify that the above is a true copy of a memorializing resolution adopted by the Board of Adjustment of the Borough of Hawthorne on July 21, 2014.

**RESOLUTION #2015-001**

**RESOLUTION OF THE BOARD OF ADJUSTMENT  
OF THE BOROUGH OF HAWTHORNE  
(the "BOARD")**

**In the matter of:**

**233 Central LLC (the "Applicant")  
Block 174, Lot 14 (the "Property" or the "Premises")  
Hawthorne, New Jersey**

**WHEREAS**, Applicant has submitted a certain application to the Board dated February 18, 2014 for Use Variance, Variance, Preliminary and Final Site Plan and Waiver approval (collectively, the "Application"); and

**WHEREAS**, Public Hearings were held on August 18, 2014, September 15, 2014, October 20, 2014, November 24, 2014 and December 15, 2014; and

**WHEREAS**, the Board confirms the Application meets the jurisdictional requirements for the matter to be heard by the Board; and

**WHEREAS**, Applicant submitted adequate Notice of Public Hearing required by law; and

**WHEREAS**, in support of the Application Applicant submitted the following exhibits:

A-1 - Site Plan set, consisting of 8 sheets, prepared by MCB Engineers dated February 6, 2014, last revised March 24, 2014;

A-2 - Photo Rendering of Building façade prepared by Stuart Lachs, Architect;

A-3 – Architectural Site Plan prepared by Stuart Lachs, Architect;

A-4 – Revised Site Plan page prepared by MCB Engineers, dated October 3, 2014, last revised November 4, 2014;

A-5 – Traffic Assessment prepared by L2 Group, LLC dated October 3, 2014;

A-6 – Rendering;

A-7 - Rendering;

A-8 – Traffic Assessment Supplement prepared by L2 Group, LLC dated November 10, 2014;

A-9 – Planning Report prepared by Maser Consulting P.A. dated October 6, 2014;

A-10 – A series of photographs prepared by Daniel Bloch, P.P.;

A-11 – “Surrounding Land Use” Exhibit prepared by Daniel Bloch, P.P.;

A-12 – Density Report prepared by Daniel Block, P.P. dated May 17, 2013; and

A-13 – Maser Consulting Letter dated November 4, 2014; and

**WHEREAS**, Applicant also submitted the following:

(a) Borough of Hawthorne Zoning Board of Adjustment, Application for Variance, dated February 19, 2014;

(b) Borough of Hawthorne Application for Site Plan Review and Development Plan, dated February 18, 2014;

(c) Borough of Hawthorne Checklist for Required Submissions to the Planning Board or the Zoning Board of Adjustment, dated February 18, 2014;

(d) Site Plans (8 sheets) entitled, ‘Preliminary and Final Major Site Plan, Hawthorne Square, Block 174, Lot 14, Borough of Hawthorne, Passaic County, New Jersey’, prepared by MCB Engineering Associates, L.L.C., dated February 6, 2014, revised March 24, 2014. The Plans consist of the following sheets:

<u>Sheet No.</u>	<u>Description</u>
1 of 8	Title Sheet
2 of 8	Site Plan
3 of 8	Grading & Utility Plan
4 of 8	Lighting & Landscaping Plan
5 of 8	Soil Erosion & Sediment Control Plan
6 of 8	Site Details
7 of 8	Site Details
8 of 8	Site Details

(e) Alternate Suite Plan (1 sheet), entitled, "Alternate Site Plan, Hawthorne Square, Block 174, Lot 14, Borough of Hawthorne, Passaic County, New Jersey", prepared by MCB Engineering Associates, L.L.C., dated October 3, 2014, revised November 4, 2014;

(f) Soil Movement Plan (2 sheets) entitled, "Soil Movement Plan, Hawthorne Square, Block 174, Lot 14, Borough of Hawthorne, Passaic County, New Jersey", prepared by MCB Engineering Associates, L.L.C., dated February 6, 2014;

(g) Report entitled, "Drainage Calculations for Hawthorne Square, Block 174, Lot 14, Borough of Hawthorne, Passaic County, New Jersey", prepared by MCB Engineering Associates, L.L.C. and dated February 6, 2014;

(h) Property Survey (1 sheet) entitled, "Boundary and Topographic Survey for ISM Properties, L.L.C., Lot 14, Block 174, Borough of Hawthorne, Passaic County, new Jersey", prepared by Landmark Surveys, dated June 21, 2013, revised September 17, 2013;

(i) Architectural Plans (6 sheets) entitled, "Hawthorne Square, South Village Drive, Woodbridge Township, NJ, 07095", prepared by Perkins Eastman, dated January 30, 2014; and

(j) Planning Report prepared by Maser Consulting, P.A., dated October 6, 2014.

**WHEREAS**, the Board entered the following exhibits:

ZBA-1 – Boswell McClave Engineers Letter (Review of Traffic Impact Study) dated November 20, 2014; and

ZBA-2 – Boswell McClave Engineers Letter dated November 13, 2014; and

**WHEREAS**, in addition, the Board received and reviewed the November 17, 2014 letter from the Hawthorne Fire Department; and

**WHEREAS**, Applicant bifurcated the Application such that site plan approval and a potential rear yard variance request for the proposed leasing building will be considered independently. Under consideration before the Board at this time is the following:

(a) Use Variance: Section 540-119 of the Borough Code provides the uses permitted in the I-1 Zone. Multi-family residential uses are not listed as a permitted use in this zone.

(b) Maximum Height: Section 540-7 and the Schedule of Bulk and Coverage Controls require a maximum building height of 35 feet on 2 ½ stories in the R-3 Zone and 34.9 feet on 3 stories is proposed.

(c) Maximum Density: Section 540-18 indicates a maximum density of 24 dwelling units per net acre, excluding streets and interior roadways in the R-3 Zone. In addition, the number of two (2) bedroom units shall not exceed 10% of the total units. The Applicant proposes a density of 24.125 units per gross acre (142 units) and all units are two (2) bedroom.)

(d) Rear yard setback of 15.6 feet where 25 feet (20 feet in the R-3 Zone) is required.

(e) There is an existing non conforming lot width, a stub connecting the Property to Forest Avenue. This condition remains unchanged and as such is not viewed as a variance but an existing condition.

(f) The following waivers are also requested:

(i) Topographic Information Within 200 Feet: Section C(5) of the Zoning Board Checklist requires topographic information and survey of existing utilities within 200 feet to be provided;

(ii) Location of Existing Structures Within 200 Feet: Section C(6) of the Zoning Board Checklist requires the location of all existing structures to be provided within 200 feet, including all setback dimensions;

(iii) Drainage Patterns Within 100 Feet: Section 540-159C(2)(g) requires existing and proposed drainage patterns on-site and within 100 feet of the lot to be provided.

(iv) The Applicant has noted the following exemption proposed from the RSIS: Curb Radii: N.J.A.C. 5:21-19(b)(3&5) and Table 4.6 indicates that a curb radii of 25 feet be provided. The Applicant proposes a minimum curb radii of 10 feet for the interior roads and 20 feet for exterior road connections.

**NOW THEREFORE**, after due consideration the Zoning Board of Adjustment of the Borough of Hawthorne makes the following findings of fact, based upon the evidence presented at its public hearing and the findings enumerated herein:

1. Applicant has applied for Use Variance Approval and related relief so as to permit a multi-unit apartment complex (142 two bedroom units) at the Property. The Property is located in the Borough's I-1 Zoning District which prohibits such use. While the Applicant originally sought a density of 28.0 units per gross acre (165 units), it has reduced the density to 24.125 units per gross acre (142 units). The Board takes special note that the density as reduced is more consistent with the density requirements established for the Borough's R-3 Residential Apartment – Medium Density Zone, which permits multi-family apartment uses, similar in

nature to the subject application. Likewise, the Application meets the required parking space standard (305 spaces proposed/284 spaces required).

2. In addition, Applicant sought variance approval, to the degree that the provisions of the R-3 Zone's height requirement is controlling. Specifically, Applicant proposes a maximum building height of 35 feet and three stories where the R-3 requirement is 35 feet and two and one-half stories.

3. Applicant seeks other relief: a "c" variance for a rear yard setback to allow proposed building "A" to be set back 15.6 feet (originally Applicant requested a 13 foot setback where 25 feet is required in the I-1 District and 20 feet is required in the R-3 District) and the waivers as described above, to allow a three story structure where 2 ½ stories is permitted and to allow for all units to be two bedroom, where the R-3 requirement is a 10% maximum of two bedroom units..

4. In support of its Application, Applicant presented a series of witnesses. Witnesses were also produced by the Board. All witnesses were sworn. All professional witnesses were accepted as experts in their respective field. Each witness' testimony is summarized herein. The Board specifically finds and concludes that all such testimony as enumerated below is credible and has been accepted by the Board as persuasive:

(a) Edward Rebenack testified as the Property owner's representative. He stated that he has been familiar with the Property since 1973 and has operated a sheet metal fabrication business since then. He advised that over the years, there has been a drastic decrease in production and sales, and also in the work force to the point his company was forced to terminate operations at the Property. Rebenack marketed the Property over a four year span as an industrial property and for residential purposes. There was little to no interest by industrial users. Rebenack opines that there are certain factors which have made the Property

unmarketable for industrial use: (i) the building sizes are too small; (ii) the 14 foot ceiling height of this existing building does not provide sufficient clearance for modern industrial/warehouse use; (iii) critical highway access is too remote; and (iv) the building is beyond its useful life and rendered obsolete. At present Rebenack has been able to rent outdoor areas for storage and staging, but he has not been able to find any interest for any permitted indoor use of the Premises.

The witness also testified that there were two open NJDEP cases relating spills of contaminants at the Property. One of those cases is closed (benzene/solvent spill) and one is still in the process of being closed (heating oil spill). Rebenack agreed to provide confirmation regarding the status of each matter.

(b) Matthew Clark, P.E. is the Project Engineer. He discussed the contents of the Site Plan (Exhibit A-1) and ultimate amendments which result in a request for 142 two bedroom units (originally proposed at 165 units) and 305 parking spaces. Originally, thirteen residential buildings were proposed, but that has been reduced to twelve residential buildings. Another building is proposed to be an accessory structure for leasing/office/tenant only fitness use. There is an internal driveway network, with access points located at the junctions of Fifth Avenue and Forest Avenue. Surface parking is proposed, some of which is located under the residential buildings. Also proposed are a series of enclosed refuse areas. Mr. Clark reviewed the Zoning Schedule, as ultimately revised, showing the following:

- The lot area is 256,412.732 sq. ft.
- There is an existing lot width deficiency, essentially a stub where the Property abuts Fifth Avenue (95 ft. exists, where 100 feet would be required in the R-3 district). The Board notes this is an existing condition which remains unchanged

and also notes that no buildings will be located in this deficient area. It will serve as access and parking.

- The lot depth is 578 feet.
- The proposed building height is 34.9 ft. (35 feet is required) and 3 stories (2 ½ stories are permitted).
- The proposed front yard setback is 130 feet.
- The proposed side yard setback is 55.2 feet.
- The proposed 15.6 foot rear yard setback for one structure, identified on the site plan as Building “A” located in proximity to the Property’s southerly boundary line (hereinafter “Building “A”) .

Mr. Clark also discussed several aspects of the site plan, including:

- There is a reduction of in excess of 40,000 square feet of impervious area.
- “Typical” stormwater drains and sanitary sewer systems are proposed.
- Lighting and landscaping are proposed throughout the Property. The exterior pole mounted lights will be downshielded. Lighting underneath the residential building will be ceiling mounted. Shade trees and foundation plantings are proposed throughout the Property.
- A series of site plan waiver requests have been made. (It is noted that such waiver requests are deemed acceptable to the Board and Borough Engineer).

(c) Louis Luglio, a principal in the firm of L2 Group, LLC reviewed the traffic and parking issues relating to the Application. He stated that the existing light industrial use would have 70 trips during the A.M. peak hour and 74 trips during the P.M. peak hour. In comparison, the proposed residential use (at 165 units) would have 73 trips during the A.M. peak

and 86 trips during the P.M. peak. Luglio projected that there would be fewer trips in and out of the Property during off peak hours for the residential use than there would be for the permitted light industrial use (or a retail/office use) and also that there would be fewer truck movements to and from the Property for the proposed residential use. Mr. Luglio reviewed the projected levels of service for a number of nearby roadways/intersections. His review concluded that none of the locations under review had a failing level of service (see also Exhibits A-5 and A-8, the L2 Group LLC reports dated October 3, 2014 and November 10, 2014, which are incorporated herein as if set forth at length.)

Mr. Luglio reviewed and discussed the Boswell McClave report, prepared by Berge Tombalakian, P.E. dated November 18, 2014 (Exhibit ZBA-1, which is incorporated herein as if set forth at length). In sum, Luglio confirmed: there are ample turning radii for garbage trucks and other large vehicles; there is no opportunity to install sidewalks, and they are not needed since the proposal calls for a "slow road system"; lastly, few tractor trailers are anticipated to enter and traverse the Property. The proposal now exceeds the required parking (284 spaces required for 142 units and 305 spaces proposed.) This meets New Jersey's RSIS standard. Note: the parking field has been reduced to by one space to a concern raised by the Borough Fire Department (see Letter dated November 17, 2014).

The Board concurs with the conclusion set forth in the L2 report (Exhibit A-5), "the proposed project would not have a negative effect on traffic operations along Central or 5<sup>th</sup> Avenue. The proposed addition of traffic less than 10% of the current traffic volumes at the intersection of Central Avenue and 5<sup>th</sup> Avenue, less than the existing industrial land use and significantly less than any potential office or retail use . . . . [b]ased on ITE, the proposed project would generate the same or less traffic compared to the former manufacturing land use . . . . The

proposed project would provide safe and efficient access on and of the site, as well as on-site circulation.”

d) Stuart Lachs is the Project Architect. He testified that all residential units are proposed to be two bedroom units. Each residential building will have either 10, 12 or 15 units. The ground floor units are proposed as flats and the second floor units are proposed as duplexes. As shown on the site plan, parking is proposed at ground level, some of which is located under the proposed units. The exteriors will be a combination of faux stone and vinyl siding. Decks are proposed also.

Mr. Lachs described the use of the “leasing” building. It is proposed as a permanent rental/administrative office and will have a tenant only fitness room, not to exceed 18 ft. x 30 ft. Lastly, the witness noted that the residential units meet the minimum 950 square foot floor area requirement set forth at §540-19 of the Borough of Hawthorne Zoning Code. There are two different sized units proposed: 1,200 square feet and 1,340 square feet.

e) Daniel Bloch is the project Professional Planner. His report (Exhibit A-9) and set of aerial photos (Exhibit A-10) are incorporated herein as if set forth at length. He identified the requested variances as described above.

As to the “d(1)” use variance to allow residential use in the I-1 district, Mr. Bloch discussed the so-called positive criteria. Per the applicable law, the Applicant must demonstrate, with an enhanced quality of proof, “special reasons”, namely that the use is peculiarly fitted to the particular location for which the variance is sought. Mr. Bloch opined, and the Board concurs that the Applicant meets this burden based on the following factors:

- The Property is adjacent to and hidden by fully developed residential neighborhoods, industrial uses, and the NYS&W Railroad.

- As such, the proposal acts as an appropriate transitional use between the abutting uses by removing an obsolescent use and replacing it with one more in harmony with its surroundings.
- In addition to the particular suitability standard, special reasons exist because the application meets a number of purposes of N.J.S.A. 40:55D-2 (the “MLUL”) as follows:
  - §2(a) The proposed use serves the general welfare;
  - §2(e) The proposed use promotes the establishment of appropriate population densities.

In addition to meeting the positive criteria, the Applicant meets the so-called negative criteria: to wit, that there is no substantial detriment to the public good and also no substantial detriment to the zone plan. Mr. Bloch demonstrated that there is a trend, as recognized in the Borough’s 2000 and 2011 Master Plan Reexamination reports, that Industrial Uses were becoming incompatible with neighboring residential uses and recognized that “existing industrial uses [have been] redeveloped as either multi family developments or lighter manufacturing uses.” The witness also notes, as applicable, Goals 8 and 12 of the 2011 Master Plan Updates Goals and Policies, which encourage redevelopment and adaptive re-use of certain industrial sites.

Mr. Bloch also, in his report, took a conservative approach to identify the potential density variance as a “d(5)” variance since the proposal does not meet the R-3 zone’s density requirement (which excludes streets and interior roadways).<sup>1</sup> He commented on all other

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<sup>1</sup> The Board notes that since the Hawthorne definition of density is different than the MLUL definition, this deviation is viewed as a “C” Variance.

variances and concluded that ample C2 grounds exist since the benefits of this application substantially outweigh any detriments. The Board agrees with this conclusion.

Mr. Bloch further opined that there will be no substantial detriment to the public good. This is based on his testimony that the proposed use will improve the aesthetic quality of the neighborhood; will not result in excessive noise, glare, dust, smoke, fumes and other noxious industrial use by products; will provide adequate parking; will not result in a substantial deterioration of existing traffic conditions and will substantially reduce the number of large truck movements entering the area.

He concluded and the Board concurs, that based on the considerations recited herein, the Applicant met its burden on all relief described herein:

- The site is particularly suitable for the proposed use;
- The proposed use promotes the purposes of zoning;
- The proposed density at 142 units is consistent with the existing densities of similar apartment complexes in Hawthorne;
- The site is able to accommodate the proposed density without substantial detriment to the surrounding properties; and
- The use will promote the Master Plan policy of redeveloping existing industrial uses which are appropriate for this Property since it is an appropriate transitional use between the neighboring industrial and residential uses.

f) Joseph Burgis testified as the Board's Professional Planner. He stated that the use of the Property for industry is a "thing of the past". He further opined that, largely due to its isolation, other permitted uses are not likely and also rejected the feasibility of the Property

for single family use. In his opinion, this use as proposed is appropriate. He further stated that the question of density involves a determination whether the site can accommodate the number of structures and units. This is a factual determination for the Board's consideration.

He generally concurred with Mr. Bloch's discussion, conclusion and underlying rationale that Applicant met its burden for the approval of the variances requested.

g) Michael Kelly is the Board's Engineer. He opined that the requested submission waivers were appropriate given the fact that the neighborhood, inclusive of the Property, is fully developed. Mr. Kelly also concurred that the deviation from the RSIS curb radius, would not have a significant negative impact on the safety or function of the Property and as such is not objectionable.

The Board opened the hearing to the public. Several neighbors appeared and provided testimony and questions in connection with the application.

### CONCLUSIONS

The primary consideration of this Board is the use variance request to allow a 142 unit apartment complex in the Borough's I-1 Zoning District resulting in a density of 24.125 units per gross acre. Intertwined with this is Applicant's request to: permit all two bedroom units, where a maximum of 10% is allowed; allow three story residential buildings where 2 ½ stories maximum is permitted (the structures meet the height limitation of 35 feet); a rear yard setback variance of 15.6 feet setback for Building A where 25 feet is required in the I-1 Zone and 20 feet is required in the R-3 Zone; and a series of submission waivers and one RSIS Waiver.

In considering the application, the Board adopts the testimony and reports of all of the witnesses set forth above and hereby reaches the conclusion that ample evidence has been presented to justify the grant of the d(1) variance and all other corollary relief, excepting site

plan approval which has been bifurcated, and a potential rear yard variance for the leasing office structure which is also bifurcated.

The Board has considered the totality of the circumstances, inclusive of the corollary relief sought relating to density, ratio of two bedroom units, height and setback. The corollary relief is “subsumed” into the discussion of the d(1) use Variance (see NYSMSA v. Borough of Midland Park Zoning Board (App. Div. 2013-Unreported) and O’Donnell v. Koch 197 N.J. Super. 134 (App. Div. 1984)) which held that bulk variances are subsumed when the deviations from the bulk regulations “were necessarily included in the grant of the use variance.”

Specifically, this Board determines that based on the evidence, special reasons as described above have been proven. This is an obsolete site bounded by a combination of residential, industrial and railroad uses. It is best suited, as proposed, to function as a transitional use. We also concur with Mr. Bloch’s conclusion that a number of MLUL goals have been advanced.

The Board has evaluated the density of 142 two bedroom units and determines that the site can accommodate such density. This was adequately demonstrated by Mr. Luglio who confirmed there will be no significant changes to the traffic patterns nearby and that the site is properly designed to function safely. This was further amplified by Mr. Bloch who opined the density as requested is appropriate and similar to the densities of other nearby apartment complexes which he studied (which study was presented on the record).

In addition to Mr. Bloch’s testimony, Borough Planner Joseph Burgis concurred that the Property is particularly well suited for this use and viewed it as the most appropriate use.

As set forth above, the Negative Criteria have been proven also. While some members of the public had questions, no substantive objections were raised by them. The Board concludes, that this density will not result in any substantial negative impact on the neighboring properties.

As borne out during the public hearing, the changes to off site traffic patterns are not substantial and in fact, both automobile and truck movements will be fewer during non peak hours. The Board further finds that there is ample open space (40,000 square of impervious coverage will be replaced with green space) and also that this will result in a significant aesthetic improvement to the area. The height variance is not related to height, but rather to the number of stories. Therefore, no significant negative impact to the surrounding neighborhood will result. The requested rear yard setback of a minimum of 15 feet, likewise, will not result in substantial harm to neighboring properties, being only 5 feet deficient from the R-3 requirement (note that, during site plan review, the Board will look to assure that there is adequate screening at this location to compensate for the reduced setback and to further assure the negative criteria are met.) The Board concludes, with respect to all variances which could arguably be viewed as C variances that there has been an ample demonstration that the land use policies of the Borough of Hawthorne and the MLUL are advanced and that the advances significantly outweigh any perceived detriment, thus justifying C2 grounds for approval.

### **CONDITIONS OF APPROVAL**

1. These Conditions of Approval shall be binding upon the Applicant, the owner, and any successors and/or assigns of either.
2. The Applicant shall comply with all stipulations made during the hearing on this application.
3. The Applicant shall promptly pay any professional staff fees billed, in excess of the required application escrows.
4. The Applicant must obtain approvals from any and all other governmental and/or public agencies as required, whether federal, state, county or local, over which the Board has no control but which are necessary in order to finalize and/or implement the relief being granted

herein, as well as any construction that may be a part of said relief. The Applicant is solely responsible for determining which governmental and/or public agencies, if any, such approvals are required of. The Applicant is further required to submit a copy of all approvals and/or denials received from such outside agencies, with a copy thereof to the Board's Secretary and Engineer.

5. The Applicant shall comply with the Borough of Hawthorne's affordable housing obligations, if any, resulting from this approval.

6. In the event any change to the layout, number of units or change of a two bedroom unit to another type of unit that would expand the nature of the relief granted herein, the Applicant must make application to the Board.

7. The Applicant shall comply with all requisite development fee obligations, if any, resulting from this approval.

8. Any improvement(s) to be constructed as a result of the Board approving this application shall be constructed and operated in full compliance with the Code of the Borough of Hawthorne, the Revised Statutes of the State of New Jersey and any other applicable county and/or federal law.

9. The Applicant shall certify that all taxes and assessments have been paid up to the present time.

10. The Applicant shall submit to the Board Engineer for his review a sufficient number of complete sets of plans which shall incorporate all of the revisions that have been made conditions of this approval.

11. The Applicant shall satisfy and abide by all comments set forth in the Boswell McClave letter dated November 20, 2014.

12. A rail, in a type and material approved by the Board Engineer will be installed atop all retaining walls.

13. The Applicant, or the owner of the Premises must obtain all requisite NJDEP approvals, and must provide the Board Engineer and Board Secretary with copies of all documentation regarding the closure of the two open NJDEP case files identified during the public hearings, inclusive of final approvals.

14. Buffers to be provided on-site will be a 6 foot high privacy fence along with a planted buffer.

15. The Board presumes that the Applicant's application, all exhibits, maps and other documents submitted and relied on by the Applicant, are true and accurate representations of the facts relating to the applicant's request for relief. In the event that it appears to the Board, on reasonable grounds, that such application, exhibits, maps and other documents submitted are not accurate, are materially misleading or are the result of mistake, and the same had been relied upon by the Board as they bear on facts which were essential in the granting of the relief sought by the Applicant, the Board may rescind its approval and rehear the application, either upon application of an interested party or on its own motion, when unusual circumstances so require, or where a rehearing is necessary and appropriate in the interests of justice.

16. Subject to site plan approval and approval of the rear yard setback of the leasing office.

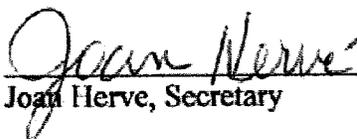
17. The "leasing office" shall only be used for leasing and administrative purposes and for a tenant only fitness room.

**BE IT FURTHER RESOLVED**, that the Borough of Hawthorne is hereby directed to mail a copy of this Resolution to the Applicant and/or the Applicant's attorney and to file copies of this Resolution with the Borough Clerk, Borough Construction Official, Borough Tax

Assessor and Borough Zoning Officer and to cause notice of these determinations of the Zoning Board to be published in the official newspaper of the Borough of Hawthorne within ten (10) days of the date hereof and thereafter published accordingly to law.

The undersigned certifies that the within Resolution was adopted by the Board and memorialized herein pursuant to N.J.S.A. 40:55D-10(g) on January 19, 2015.

  
John Gallagher, Acting Chairman

  
Joan Herve, Secretary

OFFERED BY: DeRitter  
SECONDED BY: Agnello  
VOTE: Ayes 4  
Nays

**RESOLUTION #2015-004**

**RESOLUTION OF THE BOARD OF ADJUSTMENT  
OF THE BOROUGH OF HAWTHORNE  
(the "BOARD")**

**In the matter of:**

**233 Central LLC (the "Applicant")  
Block 174, Lot 14 (the "Property" or the "Premises")  
Hawthorne, New Jersey**

**WHEREAS**, Applicant has submitted a certain application to the Board dated February 18, 2014 for Use Variance, Variance, Preliminary and Final Site Plan and Waiver Approval (collectively, the "Application"); and

**WHEREAS**, Public Hearings were held on August 18, 2014, September, 2014, October 20, 2014, November 24, 2014, December 15, 2014 and February 23, 2015; and

**WHEREAS**, Applicant previously received Use Variance, Variance and Waiver approval as memorialized in the Board's Resolution #2015-001; and

**WHEREAS**, after receipt of said approval, Applicant revised its site plan, bearing a last revision date of December 30, 2014 ("Revised Plan"); and

**WHEREAS**, the Board's Engineer, Boswell McClave Engineering submitted its review letter, dated January 13, 2015 addressing certain changes made to the aforesaid Revised Plan; and

**WHEREAS**, the Board reviewed the Revised Plan and Testimony presented at the February 23, 2015 Public Hearing.

**NOW THEREFORE**, after due consideration the Zoning Board of Adjustment of the Borough of Hawthorne makes the following findings of fact, based upon the evidence presented

at its public hearings and the findings enumerated herein:

1. The Board hereby adopts, in its entirety, Resolution #2015-001, inclusive of all findings of fact, conclusions of law and conditions established therein as if set forth herein at length;

2. Applicant's Engineer, Matthew Clark, P.E. supplemented his prior testimony, commenting on the Revised Plan. He discussed the significant changes to the revised Plan, namely: a reduction in the number of residential units to 142 two bedroom units (previously shown as 150 units); the building referred to as the "Leasing Building" is now setback thirty feet, thereby eliminating a previously requested rear yard variance (previously proposed at 10 feet); and all buildings located along the southerly boundary have a minimum 15.6 foot setback (where the prior plan requested one building with a setback of 13 feet); the number of parking spaces is modified to 306.

3. Applicant's Architect, Stuart Lachs supplemented his previous testimony to advise the Board there are one hour fire separations between each apartment unit.

4. Applicant's attorney, Paul Kaufman, stipulated that all buildings will be fully sprinklered; and further, that Applicant stipulated it will abide by the Board Engineer's comments and requirements pertaining to stormwater management.

5. The Board determines that the Revised Plan is designed to and meets recognized, sound engineering principals, is safe and efficient.

**THEREFORE, BE IT RESOLVED**, that the Board hereby grants Applicant's request for preliminary and final site plan approval, subject to the following conditions:

1. These Conditions of Approval shall be binding upon the Applicant, the owner, and any successors and/or assigns of either.

2. The Applicant shall comply with all stipulations made during the hearing on this application.

3. The Applicant shall promptly pay any professional staff fees billed, in excess of the required application escrows.

4. The Applicant must obtain approvals from any and all other governmental and/or public agencies as required, whether federal, state, county or local, over which the Board has no control but which are necessary in order to finalize and/or implement the relief being granted herein, as well as any construction that may be a part of said relief. The Applicant is solely responsible for determining which governmental and/or public agencies, if any, such approvals are required of. The Applicant is further required to submit a copy to the Board's secretary of all approvals and/or denials received from such outside agencies, with a copy thereof to the Board's Solicitor, Engineer and Planner.

5. Any improvement(s) to be constructed as a result of this approval shall be constructed and operated in full compliance with the Code of the Borough of Hawthorne, the Revised Statutes of the State of New Jersey and any other applicable county and/or federal law.

6. Prior to construction, Applicant shall (if not already done):

A. Submit five copies of a complete survey of the property (except for streets) to be dedicated, which survey shall be performed and certified by a licensed surveyor;

B. Submit a topographic survey showing contour intervals of two feet at a scale no larger than one inch equaling 100 feet;

C. Submit five copies of complete (as-built) plans of any improvements on the Property (to be delivered after all improvements are installed and approved).

7. The Applicant shall certify that all taxes and assessments have been paid up to the present time.

8. The Applicant shall submit to the Board Engineer for his review a sufficient number of complete sets of plans which shall incorporate all of the revisions that have been made conditions of this approval.

9. The Applicant shall construct all drainage basins or alternate drainage facilities upon the Premises, including inflow and outflow structures according to a construction schedule reviewed with and approved by the Hawthorne Borough Engineer.

10. The Applicant shall correct and make safe any dangerous or unsafe condition caused by the Applicant or those acting for and/or on its behalf affecting public safety or general welfare if any such condition develops.

11. The relief as granted herein is subject to the discovery of any and all deed restrictions upon the Premises which had not been known or had not been disclosed to the Board, but which would have had a materially negative impact upon the Board's decision in this matter had they been so known, or so disclosed.

12. The Applicant must maintain an escrow account with the Borough and pay the costs of all professional review and other fees required to act on the Application, pursuant to the applicable sections of the Borough's land development ordinances, zone codes and any other applicable municipal codes, and the New Jersey Municipal Land Use Law. The Applicant's escrow account must be current prior to any permits being issued, or construction or other activity commencing on the approved project.

13. The Applicant must obtain all other construction or other municipal permits required with respect to the relief as granted herein.

14. Any improvement(s) to be constructed as a result of the Board approving this application shall be constructed and operated in full compliance with the Uniform Construction Code, Code of the Borough of Hawthorne, the Revised Statutes of the State of New Jersey and any other applicable county, state and/or federal law.

15. The Applicants/owners are hereby advised that this application and plan have not been reviewed for conformance with the Americans with Disabilities Act (ADA). It is the responsibility of the Applicants/owners to conform to said legislation.

16. Applicant will provide the Borough with the right to require modifications and changes to the lighting for a period of up to 6 months after installation.

17. All landscaping will be irrigated.

18. Applicant will satisfactorily address any required NJDEP site cleanup requirements.

19. Applicant will submit to Title 39 Jurisdiction and shall send a letter to the Hawthorne Mayor and Council to that effect.

20. The Applicant will enter into a Developer's Agreement and post all requisite Bonds, Fees and Insurance.

21. Applicant will install fire sprinklers in all structures and units, as directed by the Hawthorne Fire Code Official and otherwise abide by the Fire Code Officials' letter dated November 17, 2014.

22. The Applicant shall comply with the Borough of Hawthorne's affordable housing obligations, if any, resulting from this approval.

23. In the event any change to the layout, number of units or change of a two bedroom unit to another type of unit that would expand the nature of the relief granted herein, the Applicant must make application to the Board.

24. The Applicant shall comply with all requisite development fee obligations, if any, resulting from this approval.

25. The Applicant shall satisfy and abide by all comments set forth in the Boswell McClave letter dated November 20, 2014.

26. A rail, in a type and material approved by the Board Engineer will be installed atop all retaining walls.

27. Buffers to be provided on-site will be a 6 foot high privacy fence along with a planted buffer.

28. The Board presumes that the Applicant's application, all exhibits, maps and other documents submitted and relied on by the Applicant, are true and accurate representations of the facts relating to the applicant's request for relief. In the event that it appears to the Board, on reasonable grounds, that such application, exhibits, maps and other documents submitted are not accurate, are materially misleading or are the result of mistake, and the same had been relied upon by the Board as they bear on facts which were essential in the granting of the relief sought by the Applicant, the Board may rescind its approval and rehear the application, either upon application of an interested party or on its own motion, when unusual circumstances so require, or where a rehearing is necessary and appropriate in the interests of justice.

29. The "leasing office" shall only be used for leasing and administrative purposes and for a tenant only fitness room.

**BE IT FURTHER RESOLVED**, that the Borough of Hawthorne is hereby directed to mail a copy of this Resolution to the Applicant and/or the Applicant's attorney and to file copies of this Resolution with the Borough Clerk, Borough Construction Official, Borough Tax Assessor and Borough Zoning Officer and to cause notice of these determinations of the Zoning Board to be published in the official newspaper of the Borough of Hawthorne within ten (10) days of the date hereof and thereafter published accordingly to law.

The undersigned certifies that the within Resolution was adopted by the Board and memorialized herein pursuant to N.J.S.A. 40:55D-10(g) on March 16, 2015.

  
\_\_\_\_\_  
John Gallagher, Acting Chairman

  
\_\_\_\_\_  
Joan Herve, Secretary

OFFERED BY: DeRitter  
SECONDED BY: Agnello  
VOTE: Ayes 4  
Nays  
Abstain - 1

# KAUFMAN SEMERARO & LEIBMAN LLP

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David R. Gelbert

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Reply to:  
New Jersey

June 16, 2015

**VIA EMAIL ONLY - [mpasquale@mpasqualelaw.com](mailto:mpasquale@mpasqualelaw.com)**

Michael J. Pasquale, Esq.  
146 Rea Avenue  
Hawthorne, New Jersey 07506

Re: Developer's Agreement  
233 Central LLC  
Hawthorne, New Jersey

Dear Mr. Pasquale:

This will confirm our telephone conversation of this afternoon regarding the above Developer's Agreement.

The rehabilitation of 28 offsite units will be attributed to this development. The Developer will contribute to the Borough's affordable housing trust fund the sum of \$280,000.00 representing \$10,000.00 for each such unit.

The sewer connection fee (Sect. 5) will be \$2,500.00 per unit in the proposed development

There will be no change in the water service connection fee (Sect. 6) which will remain at \$3,000.00 per unit.

**VIA EMAIL ONLY - mpasquale@mpasqualelaw.com**

Michael J. Pasquale, Esq.

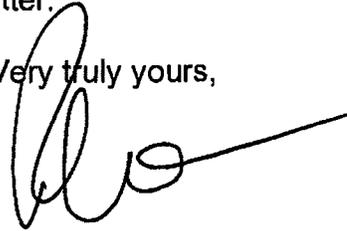
June 16, 2015

Page 2

I will forward a revised Developer's Agreement reflecting our agreed upon changes.

Thank you for your cooperation in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Paul Kaufman', with a long horizontal stroke extending to the right.

PAUL KAUFMAN

PK/jr

cc: 233 Central LLC  
(All via email only)

**233 CENTRAL, LLC**  
**DEVELOPER'S AGREEMENT**

**AGREEMENT** made this \_\_\_\_\_ day of June , 2015, by and among 233 Central, LLC, with place of business at c/o RVN Enterprises LLC, 242 Oradell Ave, 2<sup>nd</sup> Floor, Paramus, New Jersey 07652, (hereinafter called the “Developer”) and the BOROUGH OF HAWTHORNE, a Municipal Corporation of the County of Passaic and the State of New Jersey (hereinafter called the “Borough”);

**W I T N E S S E T H :**

WHEREAS, the Developer is the contract purchaser of land as shown on the Tax Map of the Borough of Hawthorne, as Block 174, Lot 14, located at 233 Central Avenue; and

WHEREAS, the Developer has obtained preliminary and final site plan approval together with a use variance, bulk variances and waivers from the Zoning Board of Adjustment Board of the Borough of Hawthorne for the development of 142 units of multi-family housing in property located in the I-1 Industrial Zone, a use not permitted in the Zone; and

WHEREAS, the Zoning Board of Adjustment conducted hearings on August 18, 2014, September 15, 2014, October 20, 2014, November 24, 2014, December 15, 2014, and February 23, 2015, receiving into evidence plans for development including specifically a site plan and revised site plan prepared by MCB Engineers, the earliest date being February 6, 2014, and the latest revision date being December 30, 2014 and an architectural plan prepared by Perkins Eastman, dated January 30, 2014, as well as other plans and reports; and

WHEREAS, the applicant was granted preliminary and final site plan approval by together with a use variance, bulk variances and waivers by the Zoning Board of Adjustment of the Borough of Hawthorne in accordance with a resolution of approval duly adopted by the Board on January 19, 2015 and subsequent resolution adopted on March 16, 2015, the terms and

conditions of the same being incorporated herein by reference and annexed hereto as Schedules A and B; and

WHEREAS, the Developer and the Borough are desirous of entering into a Developer's Agreement with the Borough as to the development of the premises in keeping with the requirements of the Resolution and generally with applicable Borough ordinances, and to require the Developer to install or have furnished performance guarantees pertaining to the installation of the improvements (the terms "improvements" and "public improvements" as used herein shall mean the improvements for which a performance bond is required pursuant to N.J.S.A. 40:55d-53(1)); and no permanent Certificate of Occupancy shall be issued by the Borough Construction Code Official for any use of the premises until the completion of the improvements pertaining thereto as depicted on the Site Plan and other such drawings and such improvements have been certified by the Borough Engineer; and all such costs pertaining to the project while under construction shall be subject to performance guarantees to cover the cost of such improvements or the incomplete portions thereof and deposits for Borough professional costs are filed by the Developer; and

WHEREAS, it is mutually desired by the parties hereto that the buildings, parking facilities, driveways and ancillary facilities as shown on the site plan as aforesaid shall be improved and developed in such a manner as will reasonably ensure protection to the surrounding and neighboring properties, as well as the public roads in and about said area to the end that said development shall result in a desirable development within the Borough of Hawthorne;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements contained herein, it is hereby agreed as follows:

1. Ownership of Lands; Compliance with N.J.S.A. 40:55D-48.1

Upon execution and delivery of this Agreement, the developer shall file with the Zoning Board of Adjustment of the Borough of Hawthorne a certificate issued by an attorney at law of New Jersey or title insurance company, certifying to the Borough and the Planning Board that title to the lands shown on the aforesaid maps is vested in the Developer. As Developer is, in this instance, a contract purchaser, then Developer shall undertake such filing on closing of title. This agreement is contingent upon such closing of title and shall not be effective absent the same. Upon execution hereof, a list of persons holding 10% or more of interest of the Developer will also be filed in accordance with N.J.S.A. 40:55D-48.1, or in the event Developer is a partnership or limited liability company, a certified list of all partners or members shall be furnished to the Borough.

## 2. Improvements and Work to be Done

The developer shall make, install and perform, at its own sole cost and expense, all of the public improvements and work set forth, required, and agreed to in the Resolutions of the Hawthorne Zoning Board of Adjustment appended hereto as Schedules A and B hereof and as shown on the site plan regarding Block 174, Lot 14, prepared by MCB Engineers, as aforesaid. All work is to be undertaken in a good and workmanlike manner and strictly in accordance with all requirements and specifications of the Borough of Hawthorne, its ordinances and building codes, and the rules, regulations and requirements of the County of Passaic and State of New Jersey all to the reasonable satisfaction and approval of the Municipal Engineer. In accordance with the resolution of approval, the developer shall specifically comply with all terms and conditions of the letters of the Borough Engineer as stipulated and agreed at the hearings.

In the event that after execution of this Agreement or during the course of the installation of any improvements, a condition develops on the property adversely affecting the public health or safety or constituting a threat thereof, or a condition develops thereon which is

inimical to the general welfare, Developer agrees to immediately take all reasonably necessary steps that may be required to abate said threat or condition.

The developer shall also undertake and complete all work required by any governmental and municipal agency or board having jurisdiction over the project, including the State of New Jersey (and specifically, but not limited to, the Department of Environmental Protection), the County of Passaic and any of its agencies, including but not limited to the Passaic County Planning Board, the Hudson Essex Passaic Soil Conservation District and all Borough agencies and departments, as set forth in the Resolution and this Agreement.

### 3. Time for Completion

The improvements and work referred to in paragraph 2 hereof shall be completed within 36 months of the issuance of the initial building permit for the project.

### 4. Compliance with Law

All of the public improvements referred to in paragraph 2 hereof shall be performed in accordance with any applicable Borough specifications, State and County laws and specifications and as set forth in Ordinances, Rules and Regulations which the Borough has adopted or approved. Any public improvements shall be installed subject to the inspection and approval of the Borough Engineer, or someone designated in writing by the Borough Engineer for that purpose, and a signed copy of said designation by the Borough Engineer shall be furnished to the Developer prior to said inspection and approval by such designee of the Borough Engineer. All such inspections shall be promptly made and any dispute shall be submitted to the Borough Engineer for final determination within five (5) days of submission.

### 5. Drainage & Sanitary Sewer Facilities

The developer shall install all storm water, drainage and sanitary sewer facilities in accordance with the hereinabove referred to plan for the project and subject to approval by the

Municipal Engineer. This shall in no manner, however, impair or limit the lawful jurisdiction of the County of Passaic or State of New Jersey to require additional facilities or modification to that proposed. The developer further agrees that it will its proportionate share of the cost to remediate sanitary sewers to which it is tributary if the volume of sewage output from the development causes overflowing or surcharging of the sewers, resulting in the improper operation of the sewers. The decision as to whether or not remediation is required shall be at the sole discretion and determination of the Borough Engineer. Notwithstanding the same, the developer shall be given the right and opportunity to demonstrate to the Borough Engineer through an independent engineer's assessment that any overflowing or surcharging was not caused by the operation of developer or its successors at the site.

The Developer shall pay to the Borough of Hawthorne, prior to the issuance of any construction permit, a sewer connection fee in the amount of \$2,500 per unit of housing (\$355,000.00) in accordance with Chapter 399-7 and Chapter 220-15 of the Code of the Borough of Hawthorne.

6. Certificate of Occupancy; Extent of Street Improvements; Utility Connections

Before any permanent Certificate of Occupancy shall be issued for the property that is subject to this agreement, the improvements for which the Certificate of Occupancy is sought must be completed in accordance with the applicable building codes, terms and provisions of this Agreement, the Site Plan and in compliance with municipal ordinances and regulations. The interconnection with any street shall be completed so as to provide adequate ingress and egress in accordance with the approved site plan.

The Developer shall install all underground structures, such as water mains, sanitary sewers, water curb line taps, electrical connections and install such water main hydrants

as indicated on the site plan. All such improvements shall be installed in conformity with the requirements of the Borough and subject to review and approval of the municipal engineer.

The Developer shall pay to the Borough of Hawthorne, prior to the issuance of any construction permit, a water service connection fee in the amount of \$3,000 per unit of housing (\$426,000.00) in accordance with Chapter 530-25 and Chapter 220-21(H) of the Code of the Borough of Hawthorne.

In accordance with the resolution of approval, it is also agreed and understood that prior to the issuance of any temporary or permanent certificate of occupancy, all structures and units to be constructed as part of the development shall include fire sprinklers installed pursuant to applicable building code as set forth by the Hawthorne Fire Code Official and in his letters or reports.

In accordance with the resolution of approval, the “leasing office” will only be used for leasing and administrative purposes, and a tenant fitness area, and shall not be used for any other purpose.

#### 7. Maintenance of Thoroughfares

During construction the rights of way, including all roads and streets, surrounding the project shall be kept clear of debris, construction materials, mud and any other unsuitable materials.

#### 8. Easements

Developer shall provide for easements subject to the approval of the Borough Engineer, wherever necessary for drainage, public utilities, sanitary sewerage or for any other purpose as per the approval of the Board.

#### 9. Building Permits Required

The Developer agrees that no building shall be commenced until a building permit has been issued by the Borough. Developer shall comply with any orders issued by the Construction Official or any other duly constituted official as may be deemed necessary to protect public health, safety & welfare.

10. Breach of Agreement; Defaults

The municipality may declare the Developer in default under this Agreement in any one of the following eventualities:

- i. Developer becomes insolvent;
- ii. Developer makes an assignment for the benefit of creditors;
- iii. Voluntary petition in bankruptcy is filed by Developer;
- iv. An involuntary petition in bankruptcy is filed against Developer and Developer is adjudicated bankrupt.
- v. Developer abandons the construction of the public improvements;
- vi. A Receiver or Receivers are appointed to take charge of property of Developer.
- vii. Developer fails to complete all the above-described improvements within three (3) years from the date of this Agreement, unless, within said three (3) year period, the Municipality for good cause shown extends the period for completion of the above described improvement.
- viii. A violation of any of the terms of this Agreement by Developer.

In the event a default is declared by the Municipality, the Municipality may direct the Construction Code Official to place a stop notice on the construction site and withdraw the building permits and/or withhold further issuance of permits or certificates. Further, the Municipality may undertake the remaining public improvements under the terms of the performance guarantees.

In no case shall a Certificate of Occupancy be issued if a material breach or default in this Agreement has occurred and has not been cured within a reasonable period.

Without limitation upon any other remedy provided herein or by law, the Construction Code Official may order that no, or no further, building permits or certificates of occupancy shall be issued until any breach or default in this Agreement is cured after the Developer has been afforded a reasonable opportunity to cure same.

Upon a default by the Developer under the terms and/or conditions of this Agreement, the Borough shall provide the Developer with forty-five (45) days written notice within which period of time the Developer shall be required to comply with all the terms of this agreement and appropriate ordinances and rules and regulations of the Borough and its agencies. At the expiration of the forty-five (45) day period where the Developer has failed to perform in accordance with this Agreement and or failed to cure the default, and in accordance with all applicable Borough ordinances and rules and regulations of the Borough and its agencies, the Borough, upon five (5) days written notice to the Developer, may bring an action on the Performance Guaranty, bring an action for specific performance, or seek to effect completion on the basis of any other remedy available to the Borough.

#### 11. Submission of Detailed Plans

In the event that the Borough Engineer, in his opinion, reasonably requires any further details for the plans submitted and approved, including shop drawings, Developer shall furnish said details on reasonable written notice within a reasonable time. Borough Engineer shall also promptly make such review so as not to delay the construction. The parties agree to cooperate with each other to facilitate the commencement of the development.

#### 12. Inspection of Improvements

The Borough contemplates the inspection of any public facilities to be accepted by it. The Borough Engineer shall inspect the installation of storm drains, sanitary sewers, road improvements and all other public facilities. The Developer shall notify the Engineer at least

twenty-four (24) hours prior to the commencement of construction of any such facilities. In the event of a temporary suspension of construction, the Engineer shall be notified of the renewed starting date of construction. Backfilling, after the laying of any drainage pipes, manholes or other facilities in connection therewith, shall require the previous inspection and approval by the Borough Engineer or his duly authorized representative. Said inspections shall be promptly made, so as not to delay construction, and re-inspections shall be made within twenty-four (24) hours.

13. Agreement Not Construed as Waiver

Nothing herein contained shall be construed as preventing the Borough or Developer from exercising in any court of law or elsewhere any rights or duties which it may have by statute, ordinance or other law. Nothing herein contained shall be deemed a waiver by any party of any ordinance or state statute or other law, or be construed as an abridgment, pre-emption or waiver of the powers of any Borough board, agency or public body. This clause shall not operate to confer upon any such public body any powers, rights or duties it does not now possess, nor abridge the right of the Developer vis-à-vis any such public body.

14. Municipal Officials, etc. Not Liable on Contract

The covenants, undertakings, agreements and other obligations mentioned in this Agreement shall not be construed as representations by the Borough Council, the Planning Board, or by any Borough officer, board or employee to have or to assume any individual contractual or other personal liability to or with any persons, firms or corporations purchasing any land, buildings or improvements from the Developer or otherwise using or having any interest in the same, nor shall this Agreement be construed to place any liability of the Borough or Planning Board to third persons.

Notwithstanding the above, this Agreement is made and is intended to be relied upon by the Developer and Borough and is a binding and enforceable contract between the parties. The duties and obligations of the Developer and Borough are intended to be subject to specific performance, and the parties agree that specifically and without limitation, damages are not an adequate remedy at law, and each of the parties may demand specific performance of the other.

#### 15. Borough Not Liable for Improvement Costs

Nothing herein contained shall be construed to render the Borough or any of its officers, boards or employees liable for any charges, costs or debts for material, labor or other expenses incurred in the making of the public improvements as set forth on the approved site plan and the Resolution.

#### 16. Litigation

In the event litigation arises from the construction of the Project as approved by the Planning Board undertaken pursuant to this Agreement on this site and the Municipality is made a party defendant to any lawsuit instituted and it becomes necessary for the Municipality to defend such suit, Developer agrees to indemnify and hold the Municipality harmless from and against any claims, judgments or liability thereunder. Developer or its successors in interest shall defend any such litigation on behalf of the Municipality, at Developer's expense. In addition, Developer hereby waives all claims against the Municipality for damages or injuries to persons or property arising out of or asserted to have arisen from the construction of the project as approved by the Planning Board. Nothing contained herein shall serve to exculpate the Borough from any claim, loss, damage, injury or liability arising out of the actions of the Borough and/or its officers and agents.

#### 17. Indemnification of Municipality

Developer shall be and remain liable for any and all damage or money loss (including, but not limited to, reasonable attorney's fees) occasioned to the Borough or the Board or their officers or agents by any neglect, wrongdoing, omission or commission of or by the Developer or by any person, firm or corporation acting for the Developer hereunder arising from the making of the improvements, the performance of the terms hereof or from or out of this Agreement. The

Developer shall also save, indemnify and hold harmless the Borough, its officers, agents, boards and employees from any and all actions at law or in equity, charges, debts, liens, encumbrances, costs and counsel fees which may arise from any such damage or loss, from the making of the improvements, the performance of the terms hereof or from or out of this Agreement, except where the Borough or its agents have been judicially determined to have acted contrary to law or failed to perform acts required by law or by this Agreement or have been guilty of negligence.

#### 18. Dust and Nuisances Provisions

Developer agrees not to commit a public or private nuisance by reason of dirt, dust, debris, air pollution, gas, smoke, noise or other annoyance resulting from construction, trucking or other operations.

#### 19. Contract Provisions Construed as Conditions

Each of the provisions hereof shall have the same force and effect as if set forth at length as conditions of the site plan approval.

#### 20. County and State Requirements

Developer represents that it has heretofore complied and that it will comply with all, if any, regulations of the County Planning Board, the County Engineer, Passaic County Road Department and Passaic County Department of Public Works, New Jersey Department of Environmental Protection, Passaic County Utility Authority, and hereby further represents that

before commencing work it will secure all County, State and Federal approvals required for such, if required.

21. Duty re: Unsafe Conditions

The Developer shall correct and make safe any dangerous or unsafe condition created, caused or suffered to exist by the Developer (or by those acting for it) affecting public safety or general welfare, if such condition develops. In the event that such condition exists, notice shall be given by certified mail to the Developer, whereupon Developer shall correct such conditions within such period of time as the Borough, in its notice, shall reasonably specify. In the event Developer fails to make such correction, the Borough Council, upon written notice to the Developer, may order the corrective work to be done, and the Developer and its surety shall reimburse and indemnify the Borough for all costs and expenses incurred thereby.

22. Maintenance and Landscaping of Buffer Area

At all times, the Developer, its successors and assigns, shall maintain any buffer areas shown on the site plan. The landscaping shall be done in accordance with the Landscape Plan approved by the Zoning Board of Adjustment. The Developer specifically agrees that all plantings and other such materials contemplated by the plan shall be subject to replacement at all times during the development and until any and all maintenance bonds required by this agreement shall be released by the Borough of Hawthorne. In accordance with the resolution of approval, a railing in form approved by the Borough Engineer shall be installed atop all retaining walls. A six foot privacy fence shall be installed with planted buffers, again as approved by the Borough Engineer. All landscaping throughout the project shall be irrigated.

23. Certificate of Occupancy Prior to Use

Nothing contained herein shall prohibit the issuance of a temporary certificate of occupancy in accordance with the usual practice of the Borough in such case and circumstance,

subject to the approval of the Construction Code Official. The Borough, its agents, servants and employees, shall cooperate with the Developer in making all necessary applications to the New Jersey Department of Environmental Protection, County of Passaic and other agencies having jurisdiction for sewer extension facilities, if necessary, so as not to delay the development. All such applications and work performed shall be at the cost and expense of the Developer.

24. Developer Responsible to Third Parties

Nothing contained in this Agreement shall be construed to give any person or legal entity, not a party to this Agreement, any claim against the Borough or any of its agents or agencies with respect to the matter of the installation of improvements, or for any damages arising therefrom.

25. Maintenance of Drainage Facilities

Developer shall maintain and keep in repair all that portion of any drainage facilities which lies within the property line of the subject property.

26. Municipal Consent of Assignment or Sale

It is agreed that any assignment hereof or sale of the premises in whole or in part shall not operate to relieve the Developer from its obligations hereunder, without the express written consent of the Borough of Hawthorne, which consent shall not be unreasonably withheld, delayed or conditioned. It is anticipated by this agreement that the obligations created hereunder may be assigned to a third-party and any assignment shall be conditioned upon the acceptance by such third-party of the terms and conditions hereof.

27. Performance Guarantees

Prior to the issuance of any construction permits for the project, the Developer shall file with the Borough Clerk letters of credit or performance guarantees in form satisfactory to the Borough and approved by the Borough Attorney.

The amount of the performance guaranty to be paid in bond and cash, for faithful completion of all site improvements shall be as set forth on Schedule C annexed hereto. The Borough may increase the amount of the bond after two (2) years if costs increase such that the remaining work cannot be completed for the amount stipulated provided however, credit shall be given for all work completed.

The Borough shall have the right to utilize any and all of the said funds where the amount of the deposit for each item is insufficient to accomplish any of the said purposes.

If a portion of said improvements shall have been installed by the Developer, approved and certified by the Borough Engineer, the Developer may apply for a reduction in the amount of such applicable letter of credit or guarantees, and any action upon such application shall be taken in accordance with the certification of the Borough Engineer, and is pursuant to applicable provisions of the Municipal Land Use Law (N.J.S.A. 40:55-1 et seq.).

#### 28. Borough's Professional Costs

A. The developer shall deposit with the Borough for professional inspection fees the sum specified on Schedule C.

The Borough shall be and is hereby authorized by the Developer to disburse the said deposits in payment of such services as are rendered upon proper vouchers therefore, duly sworn to by the person or persons rendering the services and the unused portion of any such deposits shall be returned to the Developer by the Borough upon completion of the improvement undertaken and certification of such completion to the Borough by the Borough Engineer. In the event that said escrow funds are insufficient to cover the cost of engineering inspection fees, the Developer agrees to deposit such additional sums as are necessary to cover the cost of the same.

B. The Developer agrees to deposit with the Municipality the sum of \$3,500.00 for a legal escrow account, which escrow shall be used to pay the Municipal Attorney for

professional services rendered including the preparation of this Agreement and review of documents. If at the completion of the project any sum shall remain, the unused balance will be returned to the Developer. If, however, the escrow funds are insufficient to cover the cost of legal services, the Developer agrees to deposit such additional sums as may be necessary to cover the cost of the same.

C. All escrow funds shall be maintained and disbursed in accordance with the requirements of N.J.S.A. 40:55D-53.2 and N.J.S.A. 40:55D-53.2a.

### 29. Incorporation of Plan and Profile

In addition to anything herein contained, anything shown on the approved preliminary and final plan, or on the approved profiles, etc., and not specifically included in this Agreement or mentioned herein, shall be considered as part of this Agreement, plus being made a part hereof.

### 30. Maintenance Bonds

Developer agrees to provide the Borough with a maintenance bond, guaranteeing for a period of two (2) years from the date of such acceptance all workmanship and materials in connection with the completed construction of the project to be performed by the Developer. Said maintenance bond shall be in the amount of fifteen (15%) percent of the cost of improvements, reviewed by the Borough Attorney and in such form as is in accordance with N.J.S.A. 40:55D-53 (2).

### 31. Insurance

The Developer shall procure insurance for public 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

Borough with a Certificate of Insurance designating the Borough as an additional insured under each said policy, which insurance coverage shall be in the following amounts:

One person in any one occurrence	\$1,000,000.00
Two or more persons in any one occurrence	\$1,000,000.00
Property damage in any one occurrence	\$1,000,000.00
Aggregate property damage limit	\$1,000,000.00

The Developer further covenants and agrees that it will provide automobile liability and property damage insurance coverage and provide the Borough with a Certificate of Insurance designating the Borough as an additional insured under said policy, which insurance coverage shall be in the following amounts:

Bodily injury, each person	\$1,000,000.00
Bodily injury, each occurrence	\$1,000,000.00
Property Damages	\$1,000,000.00

The Developer further covenants and agrees that it will provide workman's compensation coverage for employees and will require evidence of such coverages to be supplied by a subcontractor who may be employed to perform the work under this Agreement.

32. Underground Utilities

All utility installations will be underground unless otherwise indicated on the plans for the project.

33. Compliance with Conditions and Resolutions

Developer agrees to comply with each of the conditions and matters set forth in the Resolutions of the Zoning Board of Adjustment, granting site plan and variance approvals, as well as all other applicable ordinances and regulations of the Borough.

34. Accessibility

As a specific condition of the resolution of approval and this agreement, the developer shall install as directed by the Borough Engineer or Construction Official such accessibility improvements as may be required by law including but not limited to compliance with the Americans with Disabilities Act or any other law applicable to the development.

### 35. Affordable Housing

The Resolutions of approval provide for compliance with the Borough's affordable housing obligations, if any, for this Property. The Developer and the Borough acknowledge that as a result of the decision of the Supreme Court in the matter In re: adoption of NJAC 5:96 and 5:97 ex rel. New Jersey Council on Affordable Housing, 221 NJ 1 (2015), the state of affairs of affordable housing in the State of New Jersey has been rendered indeterminate. As such, the Developer and the Borough agree that the rehabilitation of 28 off-site units will be attributed to the proposed Project. The Developer shall contribute the sum of \$10,000.00 per unit (\$280,000.00) to the Borough's Affordable Housing Trust Fund. Pursuant to Section 540-186 of the Hawthorne Code, this fee shall be paid ½ at the issuance of building permits and ½ at the issuance of certificates of occupancy.

### 36. Homeowners Association

In the event a Homeowners Association is to be created as a result of the development, review and approval of all association documents shall be afforded the Borough of Hawthorne, it being understood that primary jurisdiction is with the New Jersey Department of Community Affairs.

### 37. Insolvency or Abandonment of the Work

If, before the completion of the work, the Developer abandons the job, files a petition in bankruptcy or insolvency, or is declared bankrupt or insolvent or suffers any type of receivership, insolvency, bankruptcy, or other similar proceedings to be filed against it, or ceases

work for a period of forty-five (45) consecutive days without the permission of the Borough Engineer or other good cause and fails to resume work within forty-five (45) days after receipt of notice by certified mail at the address stated in this Agreement, then upon five (5) days after written notice of such default hereunder, it shall be the duty of the surety immediately to undertake the completion of the work at the expense of the Developer and its surety, or to pay to the Borough the cost of completion of the work as a local improvement pursuant to the provisions of N.J.S.A. 40:45, et seq.

38. As Built Plans

The Developer shall furnish to the Borough as built plans, together with a disk for the same, if available, showing alignment and elevations of all utilities, roadways and improvements prior to the release of performance bonds for the Project.

39. Restoration of Roadways and Adjacent Properties

Developer must, prior to the issuance of the final certificate of occupancy, restore any damages to areas of roadways and properties adjacent to the subject site, as same may have been caused by Developer, his agents or employees, all in accordance with the direction of the Borough Engineer and/or Construction Code Official.

41. Prohibition Against Blasting

The developer shall first use all reasonable means of rock or soil removal from the site before utilizing blasting. Any blasting shall be undertaken in accordance with law any only after review of the developer's prior efforts by the Borough Engineer.

42. Traffic Control

The applicant shall take such traffic control measures as may be deemed appropriate by the Borough Engineer or the municipal police department with regard to

particular traffic coming to and from the site, including the use of off duty police officers for traffic control purposes where required.

In accordance with the resolution of approval, the applicant shall offer to the Borough Council Title 39 jurisdiction and enforcement in the development.

43. Severability

The provisions of this contract are severable; if any one provision is deemed unenforceable, this shall have no effect on the balance of the provisions hereof, which shall remain in full force and effect.

44. The Borough of Hawthorne Agrees to:

1. Cooperate with the Developer and shall adopt any and all necessary resolutions for the implementation of the site plan and Zoning Board of Adjustment Resolutions.

2. It is further agreed that certain obligations of the Borough of Hawthorne and its various agencies and departments, are unique, and have induced extraordinary expenditures of money by the Developer in reliance thereon and incurring of exceptional obligations and commitments as a result thereof. For these reasons, the parties hereto recognize that monetary damages will be an inadequate remedy in the event of a breach by the Borough of any of its obligations, undertakings, representations or commitments, particularly those that involve affirmative governmental action that cannot be performed by private persons or agencies. In recognition of the foregoing, the parties hereto agree and consent that the Borough and the Developer shall have the right to enforce the timely performance by the Borough and the Developer of their respective obligations, undertakings, representations and commitments by an action to compel specific performance, and the Borough and the Developer agree that they will not assert defenses that would, in any way, refute or deny their legal authority to enter into this Agreement and perform hereunder or be compelled to perform hereunder.

45. Modification and Extension

It is mutually understood and agreed by the parties hereto that any amendment, extension, modification or alteration in any of the terms and conditions or requirements by the Borough shall be in writing and by formal agreement, agreed to and executed by the Borough and the Developer.

46. Binding Effect

This Agreement shall be binding upon the respective heirs, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties have hereunto caused this Agreement to be signed by their proper officers and their corporate seals to be affixed, the day and year first above written.

Attest:

233 CENTRAL, LLC

\_\_\_\_\_

\_\_\_\_\_  
By: RICHARD A. LABARBIERA,  
Manager

BOROUGH OF HAWTHORNE

\_\_\_\_\_  
LORI DIBELLA, RMC  
Borough Clerk

\_\_\_\_\_  
By: RICHARD S. GOLDBERG  
Mayor

STATE OF NEW JERSEY)

SS.:

COUNTY OF PASSAIC )

**BE IT REMEMBERED** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me the subscriber, \_\_\_\_\_ personally appeared, \_\_\_\_\_, who, being by me duly sworn on his/her oath, doth depose and make proof to my satisfaction that he/she has duly executed this Agreement as his/her own act and deed as the authorized representative of 233 Central, LLC.

\_\_\_\_\_

STATE OF NEW JERSEY)

SS.:

COUNTY OF PASSAIC )

**BE IT REMEMBERED** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me the subscriber, \_\_\_\_\_ personally appeared Lori DiBella, who being by me duly sworn on her oath, doth depose and make proof to my satisfaction that she is the Borough Clerk of the Borough of Hawthorne that the execution, as well as the making of this Instrument, has been duly authorized by proper resolution; that deponent well knows corporate seal of the corporation; and the seal affixed to said Instrument is such seal and was thereto affixed.

\_\_\_\_\_

**APPENDIX E**

**CORRESPONDENCE CONCERNING SPENDING FROM AFFORDABLE HOUSING  
TRUST FUND, OR ALLOCATION OF FUNDS, SINCE MAY 27, 2009 FILING FOR  
SUBSTANTIVE CERTIFICATION**

1. 2014 Certification of Completion of Trust Fund Monitoring
2. Housing Trust Fund Balance Sheets 2009-2014
3. Account Detail Ordinance
4. Account Detail Trust Fund
5. Cash Receipts
6. Case Numbers

**CERTIFICATION OF COMPLETION OF AFFORDABLE  
HOUSING TRUST FUND MONITORING IN CTM SYSTEM**

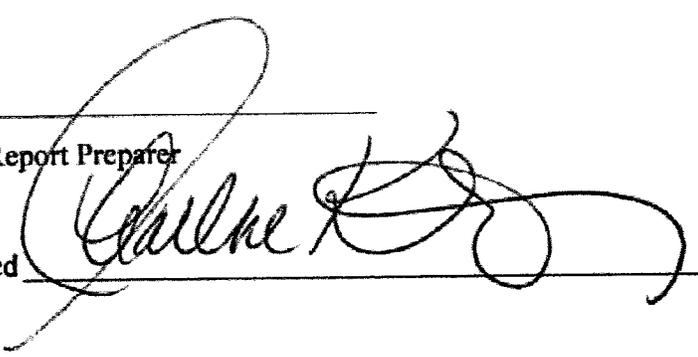
We, the undersigned, certify that (*name*): Charlene K Elvin has entered the affordable housing trust fund monitoring data covering the period through 12/31/2014 through external access to COAH' s CTM System, and the information entered is true and correct to the best of our knowledge and is verified by the enclosed bank statement. We have been authorized by the chief executive officer or governing body of (*municipality*): Hawthorne, New Jersey to execute this certification.

The information entered in the CTM System may be used to determine the need for on-site monitoring or an audit by COAH.

Print Name: Charlene K Elvin

Affordable Housing Trust Fund Report Preparer

Date 1/08/2015

Signed 

Print Name: \_\_\_\_\_

Municipal Housing Liaison (*if different than above*)

Date \_\_\_\_\_ Signed \_\_\_\_\_

Return this form, along with corresponding bank statement (and reconciliation if needed) to:  
NJ Council on Affordable Housing  
PO Box 813  
Trenton, NJ 08625-0813

Housing Trust 2014

Acct #024804367

DATE	TRANSACTION	RECEIPTS	DISBURSE	BALANCE	
01/01/14	Opening Balance			\$ 28,865.50	Y-T-D
01/31/14	Interest	\$ 3.68	\$ -	\$ 28,869.18	
		<u>\$ 3.68</u>	<u>\$ -</u>	<u>\$ 28,869.18</u>	\$ 43.32
02/01/14	Opening Balance			\$ 28,869.18	Y-T-D
02/28/14	Interest	\$ 3.32	\$ -	\$ 28,872.50	Disburse
		<u>\$ 3.32</u>	<u>\$ -</u>	<u>\$ 28,872.50</u>	\$ -
03/01/14	Opening Balance			\$ 28,872.50	
03/31/14	Interest	\$ 3.68	\$ -	\$ 28,876.18	
		<u>\$ 3.68</u>	<u>\$ -</u>	<u>\$ 28,876.18</u>	
04/01/14	Opening Balance			\$ 28,876.18	
04/30/14	Interest	\$ 3.56	\$ -	\$ 28,879.74	
		<u>\$ 3.56</u>	<u>\$ -</u>	<u>\$ 28,879.74</u>	
05/01/14	Opening Balance			\$ 28,879.74	
05/31/14	Interest	\$ 3.68	\$ -	\$ 28,883.42	
		<u>\$ 3.68</u>	<u>\$ -</u>	<u>\$ 28,883.42</u>	
06/01/14	Opening Balance			\$ 28,883.42	
06/30/14	Interest	\$ 3.56	\$ -	\$ 28,886.98	
		<u>\$ 3.56</u>	<u>\$ -</u>	<u>\$ 28,886.98</u>	
07/01/14	Opening Balance			\$ 28,886.98	
07/31/14	Interest	\$ 3.68	\$ -	\$ 28,890.66	
		<u>\$ 3.68</u>	<u>\$ -</u>	<u>\$ 28,890.66</u>	
08/01/14	Opening Balance			\$ 28,890.66	
08/30/14	Interest	\$ 3.68	\$ -	\$ 28,894.34	
		<u>\$ 3.68</u>	<u>\$ -</u>	<u>\$ 28,894.34</u>	
09/01/14	Opening Balance			\$ 28,894.34	
09/30/14	Interest	\$ 3.56	\$ -	\$ 28,897.90	
		<u>\$ 3.56</u>	<u>\$ -</u>	<u>\$ 28,897.90</u>	
10/01/14	Opening Balance			\$ 28,897.90	
10/31/14	Interest	\$ 3.68	\$ -	\$ 28,901.58	
		<u>\$ 3.68</u>	<u>\$ -</u>	<u>\$ 28,901.58</u>	
11/01/14	Opening Balance			\$ 28,901.58	
11/29/14	Interest	\$ 3.56	\$ -	\$ 28,905.14	
		<u>\$ 3.56</u>	<u>\$ -</u>	<u>\$ 28,905.14</u>	
12/01/14	Opening Balance			\$ 28,905.14	
12/31/14	Interest	\$ 3.68	\$ -	\$ 28,908.82	
		<u>\$ 3.68</u>	<u>\$ -</u>	<u>\$ 28,908.82</u>	

**STATEMENT OF ACCOUNT**

2223 050

HAWTHORNE BOROUGH  
HOUSING TRUST  
445 LAFAYETTE AVE  
HAWTHORNE, NJ 07506

024804367  
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Statement Period  
From : 12/01/14  
Thru : 12/31/14

Hawthorne

CHARGES AND CHECKS LISTED IN  
CHECK NUMBER SEQUENCE  
\* INDICATES A SKIP IN  
SEQUENTIAL CHECK NUMBERS

Date	PUBLIC FUNDS Description	PLAN 039	ACCOUNT NBR 024804367 Amount	Balance	Check#	Amount
12/01/14	BEGINNING BALANCE			28,905.14		
12/31/14	CREDIT-INTEREST		3.68	28,908.82		
12/31/14	ENDING BALANCE			28,908.82		
Annual Percentage Yield Earned		.15% Interest Earned		\$3.68		

SUMMARY OF OVERDRAFT & RETURN ITEM FEES			
Cycle To Date		Year To Date	
TOTAL OVERDRAFT FEES	\$0.00	TOTAL OVERDRAFT FEES	\$0.00
TOTAL RETURN ITEM FEES	\$0.00	TOTAL RETURN ITEM FEES	\$0.00

TOTAL OVERDRAFT FEES = THE TOTAL OF NSF PAID ITEM AND  
UCF PAID ITEM FEES ASSESSED.  
TOTAL RETURNED ITEM FEES = THE TOTAL OF NSF RETURN ITEM AND  
UCF RETURN ITEM FEES ASSESSED.

Account Summary						
Beginning Balance	+	Total Deposits	+	Interest Paid This Statement	-	Ending Balance
\$28,905.14		\$0.00		\$3.68		\$28,908.82
					-	Charges & Checks Paid
						\$0.00
					=	Year To Date Interest Paid
						\$43.32

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02 01 RETURN SERVICE REQUESTED  
 HAWTHORNE BOROUGH  
 HOUSING TRUST  
 445 LAFAYETTE AVE  
 HAWTHORNE, NJ 07508

024804367  
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 Statement Period  
 From : 11/01/14  
 Thru : 11/30/14



Hawthorne

CHARGES AND CHECKS LISTED IN  
 CHECK NUMBER SEQUENCE  
 \* INDICATES A SKIP IN  
 SEQUENTIAL CHECK NUMBERS

Date	PUBLIC FUNDS Description	PLAN 039	ACCOUNT NBR 024804367 Amount	Balance	Check#	Amount
11/01/14	BEGINNING BALANCE			28,901.58		
11/29/14	CREDIT-INTEREST EFF DATE 11-30-14		810569 3.56	28,905.14		
11/30/14	ENDING BALANCE			28,905.14		

Annual Percentage Yield Earned .15% Interest Earned \$3.56

SUMMARY OF OVERDRAFT & RETURN ITEM FEES			
Cycle To Date		Year To Date	
TOTAL OVERDRAFT FEES	\$0.00	TOTAL OVERDRAFT FEES	\$0.00
TOTAL RETURN ITEM FEES	\$0.00	TOTAL RETURN ITEM FEES	\$0.00

TOTAL OVERDRAFT FEES = THE TOTAL OF NSF PAID ITEM AND UCF PAID ITEM FEES ASSESSED.  
 TOTAL RETURNED ITEM FEES = THE TOTAL OF NSF RETURN ITEM AND UCF RETURN ITEM FEES ASSESSED.

Account Summary						
Beginning Balance	+	Total Deposits	+	Interest Paid This Statement	-	Charges & Checks Paid
\$28,901.58		\$0.00		\$3.56		\$0.00
					=	Ending Balance
						\$28,905.14
						Year To Date Interest Paid
						\$39.64

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STATEMENT OF ACCOUNT

02 01  
 HAWTHORNE BOROUGH  
 HOUSING TRUST  
 445 LAFAYETTE AVE  
 HAWTHORNE, NJ 07506  
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RETURN SERVICE REQUESTED

024804367  
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 Statement Period  
 From : 10/01/14  
 Thru : 10/31/14



Hawthorne

CHARGES AND CHECKS LISTED IN  
 CHECK NUMBER SEQUENCE  
 \* INDICATES A SKIP IN  
 SEQUENTIAL CHECK NUMBERS

Date	PUBLIC FUNDS Description	PLAN 039	ACCOUNT NBR Amount	D24804367 Balance	Check#	Amount
10/01/14	BEGINNING BALANCE			28,897.90		
10/31/14	CREDIT-INTEREST		910509 3.68	28,901.58		
10/31/14	ENDING BALANCE			28,901.58		
Annual Percentage Yield Earned		.15%	Interest Earned	\$3.68		

SUMMARY OF OVERDRAFT & RETURN ITEM FEES			
Cycle To Date		Year To Date	
TOTAL OVERDRAFT FEES	\$0.00	TOTAL OVERDRAFT FEES	\$0.00
TOTAL RETURN ITEM FEES	\$0.00	TOTAL RETURN ITEM FEES	\$0.00

TOTAL OVERDRAFT FEES = THE TOTAL OF NSF PAID ITEM AND  
 UCF PAID ITEM FEES ASSESSED.  
 TOTAL RETURNED ITEM FEES = THE TOTAL OF NSF RETURN ITEM AND  
 UCF RETURN ITEM FEES ASSESSED.

Account Summary									
Beginning Balance	+	Total Deposits	+	Interest Paid This Statement	-	Charges & Checks Paid	=	Ending Balance	Year To Date Interest Paid
\$28,897.90		\$0.00		\$3.68		\$0.00		\$28,901.58	\$36.08

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**STATEMENT OF ACCOUNT**



02 01 RETURN SERVICE REQUESTED  
 HAWTHORNE BOROUGH  
 HOUSING TRUST  
 445 LAFAYETTE AVE  
 HAWTHORNE, NJ 07508

024804367  
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 Statement Period  
 From : 09/01/14  
 Thru : 09/30/14



Hawthorne

CHARGES AND CHECKS LISTED IN  
 CHECK NUMBER SEQUENCE  
 \* INDICATES A SKIP IN  
 SEQUENTIAL CHECK NUMBERS

Date	PUBLIC FUNDS Description	PLAN 939	ACCOUNT NBR Amount	024804367 Balance	Check#	Amount
09/01/14	BEGINNING BALANCE			28,894.34		
09/30/14	CREDIT-INTEREST		816424 3.56	28,897.90		
09/30/14	ENDING BALANCE			28,897.90		
Annual Percentage Yield Earned		.15% Interest Earned		\$3.56		

SUMMARY OF OVERDRAFT & RETURN ITEM FEES			
Cycle To Date		Year To Date	
TOTAL OVERDRAFT FEES	\$0.00	TOTAL OVERDRAFT FEES	\$0.00
TOTAL RETURN ITEM FEES	\$0.00	TOTAL RETURN ITEM FEES	\$0.00

TOTAL OVERDRAFT FEES = THE TOTAL OF NSF PAID ITEM AND  
 UCF PAID ITEM FEES ASSESSED.  
 TOTAL RETURNED ITEM FEES = THE TOTAL OF NSF RETURN ITEM AND  
 UCF RETURN ITEM FEES ASSESSED.

Account Summary									
Beginning Balance	+	Total Deposits	+	Interest Paid This Statement	-	Total Amount Charges & Checks Paid	=	Ending Balance	Year To Date Interest Paid
\$28,894.34		\$0.00		\$3.56		\$0.00		\$28,897.90	\$32.40

31/09/14



18-01 ROUTE 208 NORTH • FAIR LAWN, NJ 07410  
1-800-522-4167

STATEMENT OF ACCOUNT

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02 01 RETURN SERVICE REQUESTED  
HAWTHORNE BOROUGH  
HOUSING TRUST  
445 LAFAYETTE AVE  
HAWTHORNE, NJ 07506

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From : 08/01/14  
Thru : 08/31/14



Hawthorne

CHARGES AND CHECKS LISTED IN  
CHECK NUMBER SEQUENCE  
\* INDICATES A SKIP IN  
SEQUENTIAL CHECK NUMBERS

Date	PUBLIC FUNDS Description	PLAN 039	ACCOUNT NBR 024804367 Amount	Balance	Check#	Amount
08/01/14	BEGINNING BALANCE			28,890.66		
08/30/14	CREDIT-INTEREST EFF DATE 08-31-14		810397 3.68	28,894.34		
08/31/14	ENDING BALANCE			28,894.34		
Annual Percentage Yield Earned		.15% Interest Earned		\$3.68		

SUMMARY OF OVERDRAFT & RETURN ITEM FEES			
Cycle To Date		Year To Date	
TOTAL OVERDRAFT FEES	\$0.00	TOTAL OVERDRAFT FEES	\$0.00
TOTAL RETURN ITEM FEES	\$0.00	TOTAL RETURN ITEM FEES	\$0.00

TOTAL OVERDRAFT FEES = THE TOTAL OF NSF PAID ITEM AND UCF PAID ITEM FEES ASSESSED.  
TOTAL RETURNED ITEM FEES = THE TOTAL OF NSF RETURN ITEM AND UCF RETURN ITEM FEES ASSESSED.

Account Summary						
Beginning Balance	+ Total Deposits	+ Interest Paid This Statement	- Total Amount Charges & Checks Paid	= Ending Balance	Year To Date Interest Paid	
\$28,890.66	\$0.00	\$3.68	\$0.00	\$28,894.34	\$28.84	



19-01 ROUTE 208 NORTH • FAIR LAWN, NJ 07410  
1-800-522-4167

STATEMENT OF ACCOUNT

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OZ 01  
HAWTHORNE BOROUGH  
HOUSING TRUST  
445 LAFAYETTE AVE  
HAWTHORNE, NJ 07506

RETURN SERVICE REQUESTED

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Statement Period  
From : 07/01/14  
Thru : 07/31/14



Hawthorne

CHARGES AND CHECKS LISTED IN  
CHECK NUMBER SEQUENCE  
\* INDICATES A SKIP IN  
SEQUENTIAL CHECK NUMBERS

Date	PUBLIC FUNDS Description	PLAN 039	ACCOUNT NBR 024804367 Amount	Balance	Check#	Amount
07/01/14	BEGINNING BALANCE			28,886.98		
07/31/14	CREDIT-INTEREST		P10321 3.68	28,890.66		
07/31/14	ENDING BALANCE			28,890.66		
Annual Percentage Yield Earned		.15%	Interest Earned	\$3.68		

SUMMARY OF OVERDRAFT & RETURN ITEM FEES			
Cycle To Date		Year To Date	
TOTAL OVERDRAFT FEES	\$0.00	TOTAL OVERDRAFT FEES	\$0.00
TOTAL RETURN ITEM FEES	\$0.00	TOTAL RETURN ITEM FEES	\$0.00

TOTAL OVERDRAFT FEES = THE TOTAL OF NSF PAID ITEM AND  
UCF PAID ITEM FEES ASSESSED.  
TOTAL RETURNED ITEM FEES = THE TOTAL OF NSF RETURN ITEM AND  
UCF RETURN ITEM FEES ASSESSED.

Beginning Balance	Total Deposits	Interest Paid This Statement	Account Summary Total Amount Charges & Checks Paid	Ending Balance	Year To Date Interest Paid
\$28,886.98	\$0.00	\$3.68	\$0.00	\$28,890.66	\$25.16

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**STATEMENT OF ACCOUNT**

02 01  
HAWTHORNE BOROUGH  
HOUSING TRUST  
445 LAFAYETTE AVE  
HAWTHORNE, NJ 07506  
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**RETURN SERVICE REQUESTED**

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Statement Period  
From : 06/01/14  
Thru : 06/30/14



Hawthorne

				CHARGES AND CHECKS LISTED IN CHECK NUMBER SEQUENCE * INDICATES A SKIP IN SEQUENTIAL CHECK NUMBERS	
Date	PUBLIC FUNDS Description	PLAN 039	ACCOUNT MBR 024804367 Amount	Balance	Check# Amount
06/01/14	BEGINNING BALANCE			28,883.42	
06/30/14	CREDIT-INTEREST		1024 3.56	28,886.98	
06/30/14	ENDING BALANCE			28,886.98	
Annual Percentage Yield Earned		.15%	Interest Earned	\$3.56	

SUMMARY OF OVERDRAFT & RETURN ITEM FEES			
Cycle To Date		Year To Date	
TOTAL OVERDRAFT FEES	\$0.00	TOTAL OVERDRAFT FEES	\$0.00
TOTAL RETURN ITEM FEES	\$0.00	TOTAL RETURN ITEM FEES	\$0.00

TOTAL OVERDRAFT FEES = THE TOTAL OF NSF PAID ITEM AND UCF PAID ITEM FEES ASSESSED.  
TOTAL RETURNED ITEM FEES = THE TOTAL OF NSF RETURN ITEM AND UCF RETURN ITEM FEES ASSESSED.

Account Summary						
Beginning Balance	Total Deposits	Interest Paid This Statement	Total Amount Charges & Checks Paid	Ending Balance	Year To Date Interest Paid	
\$28,883.42	\$0.00	\$3.56	\$0.00	\$28,886.98	\$21.48	

10/27/14

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STATEMENT OF ACCOUNT

02 01  
 HAWTHORNE BOROUGH  
 HOUSING TRUST  
 445 LAFAYETTE AVE  
 HAWTHORNE, NJ 07506  
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RETURN SERVICE REQUESTED

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 Statement Period  
 From : 05/01/14  
 Thru : 05/31/14



Hawthorne

CHARGES AND CHECKS LISTED IN  
 CHECK NUMBER SEQUENCE  
 \* INDICATES A SKIP IN  
 SEQUENTIAL CHECK NUMBERS

Date	PUBLIC FUNDS Description	PLAN 039	ACCOUNT NBR 024804367 Amount	Balance	Check#	Amount
05/01/14	BEGINNING BALANCE			28,879.74		
05/31/14	CREDIT-INTEREST		9 1064 3.68	28,883.42		
05/31/14	ENDING BALANCE			28,883.42		
Annual Percentage Yield Earned		.15%	Interest Earned	\$3.68		

SUMMARY OF OVERDRAFT & RETURN ITEM FEES

Cycle To Date		Year To Date	
TOTAL OVERDRAFT FEES	\$0.00	TOTAL OVERDRAFT FEES	\$0.00
TOTAL RETURN ITEM FEES	\$0.00	TOTAL RETURN ITEM FEES	\$0.00

TOTAL OVERDRAFT FEES = THE TOTAL OF NSF PAID ITEM AND  
 UCF PAID ITEM FEES ASSESSED.  
 TOTAL RETURNED ITEM FEES = THE TOTAL OF NSF RETURN ITEM AND  
 UCF RETURN ITEM FEES ASSESSED.

Account Summary						
Beginning Balance	Total Deposits	Interest Paid	Total Amount	Charges & Checks Paid	Ending Balance	Year To Date Interest Paid
\$28,879.74	\$0.00	\$3.68	\$0.00	\$28,883.42	\$17.82	



19-01 ROUTE 208 NORTH - FAIR LAWN, NJ 07410  
1-800-522-4167

STATEMENT OF ACCOUNT

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02 01 RETURN SERVICE REQUESTED  
HAWTHORNE BOROUGH  
HOUSING TRUST  
445 LAFAYETTE AVE  
HAWTHORNE, NJ 07506

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Statement Period  
From : 04/01/14  
Thru : 04/30/14



Hawthorne

CHARGES AND CHECKS LISTED IN  
CHECK NUMBER SEQUENCE  
\* INDICATES A SKIP IN  
SEQUENTIAL CHECK NUMBERS

Date	PUBLIC FUNDS Description	PLAN 039	ACCOUNT NBR 024804367 Amount	Balance	Check#	Amount
04/01/14	BEGINNING BALANCE			28,876.18		
04/30/14	CREDIT-INTEREST		810086 3.56	28,879.74		
04/30/14	ENDING BALANCE			28,879.74		
Annual Percentage Yield Earned		.15%	Interest Earned	\$3.56		

SUMMARY OF OVERDRAFT & RETURN ITEM FEES			
Cycle To Date		Year To Date	
TOTAL OVERDRAFT FEES	\$0.00	TOTAL OVERDRAFT FEES	\$0.00
TOTAL RETURN ITEM FEES	\$0.00	TOTAL RETURN ITEM FEES	\$0.00

TOTAL OVERDRAFT FEES = THE TOTAL OF NSF PAID ITEM AND  
UCF PAID ITEM FEES ASSESSED.  
TOTAL RETURNED ITEM FEES = THE TOTAL OF NSF RETURN ITEM AND  
UCF RETURN ITEM FEES ASSESSED.

Account Summary						
Beginning Balance	Total Deposits	Interest Paid This Statement	Total Amount - Charges & Checks Paid	= Ending Balance	Year To Date Interest Paid	
\$28,876.18	\$0.00	\$3.56	\$0.00	\$28,879.74	\$14.24	

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OZ 01 RETURN SERVICE REQUESTED  
 HAWTHORNE BOROUGH  
 HOUSING TRUST  
 445 LAFAYETTE AVE  
 HAWTHORNE, NJ 07506

024804367  
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 Statement Period  
 From : 03/01/14  
 Thru : 03/31/14



Hawthorne

				CHARGES AND CHECKS LISTED IN CHECK NUMBER SEQUENCE * INDICATES A SKIP IN SEQUENTIAL CHECK NUMBERS	
Date	PUBLIC FUNDS Description	PLAN 038	ACCOUNT NBR	024804367	
			Amount	Balance	Check# Amount
03/01/14	BEGINNING BALANCE			28,872.50	
03/31/14	CREDIT-INTEREST		89994 3.68	28,876.18	
03/31/14	ENDING BALANCE			28,876.18	
Annual Percentage Yield Earned .15% Interest Earned				\$3.68	

SUMMARY OF OVERDRAFT & RETURN ITEM FEES			
Cycle To Date		Year To Date	
TOTAL OVERDRAFT FEES	\$0.00	TOTAL OVERDRAFT FEES	\$0.00
TOTAL RETURN ITEM FEES	\$0.00	TOTAL RETURN ITEM FEES	\$0.00

TOTAL OVERDRAFT FEES = THE TOTAL OF NSF PAID ITEM AND UCF PAID ITEM FEES ASSESSED.  
 TOTAL RETURNED ITEM FEES = THE TOTAL OF NSF RETURN ITEM AND UCF RETURN ITEM FEES ASSESSED.

Account Summary									
Beginning Balance	+	Total Deposits	+	Interest Paid This Statement	-	Charges & Checks Paid	=	Ending Balance	Year To Date Interest Paid
\$28,872.50		\$0.00		\$3.68		\$0.00		\$28,876.18	\$10.68

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18-01 ROUTE 208 NORTH - FAIR LAWN, NJ 07410  
1-800-822-4167

STATEMENT OF ACCOUNT



02 01 RETURN SERVICE REQUESTED  
HAWTHORNE BOROUGH  
HOUSING TRUST  
445 LAFAYETTE AVE  
HAWTHORNE, NJ 07508

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Statement Period  
From : 02/01/14  
Thru : 02/28/14



Hawthorne

CHARGES AND CHECKS LISTED IN  
CHECK NUMBER SEQUENCE  
\* INDICATES A SKIP IN  
SEQUENTIAL CHECK NUMBERS

Date	PUBLIC FUNDS Description	PLAN 039	ACCOUNT NBR 024804367 Amount	Balance	Check#	Amount
02/01/14	BEGINNING BALANCE			28,869.18		
02/28/14	CREDIT-INTEREST		3.32	28,872.50		
02/28/14	ENDING BALANCE			28,872.50		
Annual Percentage Yield Earned		.15%	Interest Earned	\$3.32		

SUMMARY OF OVERDRAFT & RETURN ITEM FEES			
Cycle To Date		Year To Date	
TOTAL OVERDRAFT FEES	\$0.00	TOTAL OVERDRAFT FEES	\$0.00
TOTAL RETURN ITEM FEES	\$0.00	TOTAL RETURN ITEM FEES	\$0.00

TOTAL OVERDRAFT FEES = THE TOTAL OF NSF PAID ITEM AND  
UCF PAID ITEM FEES ASSESSED.  
TOTAL RETURNED ITEM FEES = THE TOTAL OF NSF RETURN ITEM AND  
UCF RETURN ITEM FEES ASSESSED.

Beginning Balance	Total Deposits	Interest Paid This Statement	Account Summary Total Amount Charges & Checks Paid	Ending Balance	Year To Date Interest Paid
\$28,869.18	+\$0.00	+\$3.32	-\$0.00	\$28,872.50	\$7.00



19-01 ROUTE 208 NORTH • FAIR LAWN, NJ 07410  
1-800-522-4167

STATEMENT OF ACCOUNT

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02 01 RETURN SERVICE REQUESTED  
HAWTHORNE BOROUGH  
HOUSING TRUST  
445 LAFAYETTE AVE  
HAWTHORNE, NJ 07508

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Statement Period  
From : 01/01/14  
Thru : 01/31/14



Hawthorne

CHARGES AND CHECKS LISTED IN  
CHECK NUMBER SEQUENCE  
\* INDICATES A SKIP IN  
SEQUENTIAL CHECK NUMBERS

Date	PUBLIC FUNDS Description	PLAN 039	ACCOUNT NBR 024804367 Amount	Balance	Check#	Amount
01/01/14	BEGINNING BALANCE			28,865.50		
01/31/14	CREDIT-INTEREST		94371 3.68	28,869.18		
01/31/14	ENDING BALANCE			28,869.18		
Annual Percentage Yield Earned		.15% Interest Earned		\$3.68		

SUMMARY OF OVERDRAFT & RETURN ITEM FEES			
Cycle To Date		Year To Date	
TOTAL OVERDRAFT FEES	\$0.00	TOTAL OVERDRAFT FEES	\$0.00
TOTAL RETURN ITEM FEES	\$0.00	TOTAL RETURN ITEM FEES	\$0.00

TOTAL OVERDRAFT FEES = THE TOTAL OF NSF PAID ITEM AND UCF PAID ITEM FEES ASSESSED.  
TOTAL RETURNED ITEM FEES = THE TOTAL OF NSF RETURN ITEM AND UCF RETURN ITEM FEES ASSESSED.

Account Summary						
Beginning Balance	+ Total Deposits	+ Interest Paid This Statement	- Total Amount Charges & Checks Paid	= Ending Balance	Year To Date Interest Paid	
\$28,865.50	\$0.00	\$3.68	\$0.00	\$28,869.18	\$3.68	

3526-7048

Housing Trust 2014

Acct #024804367

DATE	TRANSACTION	RECEIPTS	DISBURSE	BALANCE	
01/01/14	Opening Balance			\$ 28,865.50	Y-T-D
01/31/14	Interest	\$ 3.68	\$ -	\$ 28,869.18	
		\$ 3.68	\$ -	\$ 28,869.18	\$ 43.32
02/01/14	Opening Balance			\$ 28,869.18	Y-T-D
02/28/14	Interest	\$ 3.32	\$ -	\$ 28,872.50	Disburse
		\$ 3.32	\$ -	\$ 28,872.50	\$ -
03/01/14	Opening Balance			\$ 28,872.50	
03/31/14	Interest	\$ 3.68	\$ -	\$ 28,876.18	
		\$ 3.68	\$ -	\$ 28,876.18	
04/01/14	Opening Balance			\$ 28,876.18	
04/30/14	Interest	\$ 3.56	\$ -	\$ 28,879.74	
		\$ 3.56	\$ -	\$ 28,879.74	
05/01/14	Opening Balance			\$ 28,879.74	
05/31/14	Interest	\$ 3.68	\$ -	\$ 28,883.42	
		\$ 3.68	\$ -	\$ 28,883.42	
06/01/14	Opening Balance			\$ 28,883.42	
06/30/14	Interest	\$ 3.56	\$ -	\$ 28,886.98	
		\$ 3.56	\$ -	\$ 28,886.98	
07/01/14	Opening Balance			\$ 28,886.98	
07/31/14	Interest	\$ 3.68	\$ -	\$ 28,890.66	
		\$ 3.68	\$ -	\$ 28,890.66	
08/01/14	Opening Balance			\$ 28,890.66	
08/30/14	Interest	\$ 3.68	\$ -	\$ 28,894.34	
		\$ 3.68	\$ -	\$ 28,894.34	
09/01/14	Opening Balance			\$ 28,894.34	
09/30/14	Interest	\$ 3.56	\$ -	\$ 28,897.90	
		\$ 3.56	\$ -	\$ 28,897.90	
10/01/14	Opening Balance			\$ 28,897.90	
10/31/14	Interest	\$ 3.68	\$ -	\$ 28,901.58	
		\$ 3.68	\$ -	\$ 28,901.58	
11/01/14	Opening Balance			\$ 28,901.58	
11/29/14	Interest	\$ 3.56	\$ -	\$ 28,905.14	
		\$ 3.56	\$ -	\$ 28,905.14	
12/01/14	Opening Balance			\$ 28,905.14	
12/31/14	Interest	\$ 3.68	\$ -	\$ 28,908.82	
		\$ 3.68	\$ -	\$ 28,908.82	

Housing Trust

Acct #024804367

DATE	TRANSACTION	RECEIPTS	DISBURSE	BALANCE	
01/01/13	Opening Balance			\$ 26,930.29	Y-T-D
01/31/13	Interest	\$ 6.86	\$ -	\$ 26,937.15	Receipts
		\$ 6.86	\$ -	\$ 26,937.15	\$ 1,935.21
02/01/13	Opening Balance			\$ 26,937.15	Y-T-D
02/28/13	Interest	\$ 6.20	\$ -	\$ 26,943.35	Disburse
		\$ 6.20	\$ -	\$ 26,943.35	\$ -
03/01/13	Opening Balance			\$ 26,943.35	
03/30/13	Interest	\$ 5.72	\$ -	\$ 26,949.07	
		\$ 5.72	\$ -	\$ 26,949.07	
04/01/13	Opening Balance			\$ 26,949.07	
04/30/13	Interest	\$ 5.54	\$ -	\$ 26,954.61	
		\$ 5.54	\$ -	\$ 26,954.61	
05/01/13	Opening Balance			\$ 26,954.61	
05/31/13	Interest	\$ 5.72	\$ -	\$ 26,960.33	
		\$ 5.72	\$ -	\$ 26,960.33	
06/01/13	Opening Balance			\$ 26,960.33	
06/30/13	Interest	\$ 3.47	\$ -	\$ 26,963.80	
		\$ 3.47	\$ -	\$ 26,963.80	
07/01/13	Opening Balance			\$ 26,963.80	
07/31/13	Interest	\$ 3.44	\$ -	\$ 26,967.24	
		\$ 3.44	\$ -	\$ 26,967.24	
08/01/13	Opening Balance			\$ 26,967.24	
08/31/13	Interest	\$ 3.44	\$ -	\$ 26,970.68	
		\$ 3.44	\$ -	\$ 26,970.68	
09/01/13	Opening Balance			\$ 26,970.68	
09/30/13	Interest	\$ 3.33	\$ -	\$ 26,974.01	
		\$ 3.33	\$ -	\$ 26,974.01	
10/01/13	Opening Balance			\$ 26,974.01	
10/23/13	Deposit-Developer Fees	\$ 1,880.75		\$ 28,854.76	
10/31/13	Interest	\$ 3.50	\$ -	\$ 28,858.26	
		\$ 1,884.25	\$ -	\$ 28,858.26	
11/01/13	Opening Balance			\$ 28,858.26	
11/30/13	Interest	\$ 3.56	\$ -	\$ 28,861.82	
		\$ 3.56	\$ -	\$ 28,861.82	
12/01/13	Opening Balance			\$ 28,861.82	
12/31/13	Interest	\$ 3.68	\$ -	\$ 28,865.50	
		\$ 3.68	\$ -	\$ 28,865.50	

Housing Trust

Acct #024804367

DATE	TRANSACTION	RECEIPTS	DISBURSE	BALANCE	
01/01/12	Opening Balance			\$ 6,614.82	Y-T-D
01/31/12	Interest	\$ 2.28	\$ -	\$ 6,617.10	
		<u>\$ 2.28</u>	<u>\$ -</u>	<u>\$ 6,617.10</u>	\$ 27,818.47
02/01/12	Opening Balance			\$ 6,617.10	Y-T-D
02/29/12	Interest	\$ 2.10	\$ -	\$ 6,619.20	Disburse
		<u>\$ 2.10</u>	<u>\$ -</u>	<u>\$ 6,619.20</u>	\$ 7,503.00
03/01/12	Opening Balance			\$ 6,619.20	
03/31/12	Interest	\$ 1.96	\$ -	\$ 6,621.16	
		<u>\$ 1.96</u>	<u>\$ -</u>	<u>\$ 6,621.16</u>	
04/01/12	Opening Balance			\$ 6,621.16	
04/30/12	Interest	\$ 1.90	\$ -	\$ 6,623.06	
		<u>\$ 1.90</u>	<u>\$ -</u>	<u>\$ 6,623.06</u>	
05/01/12	Opening Balance			\$ 6,623.06	
05/31/12	Interest	\$ 1.68	\$ -	\$ 6,624.74	
		<u>\$ 1.68</u>	<u>\$ -</u>	<u>\$ 6,624.74</u>	
06/01/12	Opening Balance			\$ 6,624.74	
06/04/12	Deposit-Developer Fees	\$ 3,819.90	\$ -	\$ 10,444.64	
06/06/12	Ck#2011 - CG&P	\$ -	\$ 2,336.00	\$ 8,108.64	
06/26/12	Deposit-Developer Fees	\$ 1,976.20	\$ -	\$ 10,084.84	
06/30/12	Interest	\$ 2.16	\$ -	\$ 10,087.00	
		<u>\$ 5,798.26</u>	<u>\$ 2,336.00</u>	<u>\$ 10,087.00</u>	
07/01/12	Opening Balance			\$ 10,087.00	
07/11/12	Ck#2012-2013		\$ 5,156.00	\$ 4,931.00	
07/31/12	Interest	\$ 1.95	\$ -	\$ 4,932.95	
		<u>\$ 1.95</u>	<u>\$ 5,156.00</u>	<u>\$ 4,932.95</u>	
08/01/12	Opening Balance			\$ 4,932.95	
08/01/12	Ck#2014		\$ 8.00	\$ 4,924.95	
	Interest	\$ 1.25	\$ -	\$ 4,926.20	
		<u>\$ 1.25</u>	<u>\$ 8.00</u>	<u>\$ 4,926.20</u>	
09/01/12	Opening Balance			\$ 4,926.20	
09/05/12	Ck#2015	\$ -	\$ 3.00	\$ 4,923.20	
09/29/12	Interest	\$ 1.21	\$ -	\$ 4,927.41	
		<u>\$ 1.21</u>	<u>\$ 3.00</u>	<u>\$ 4,924.41</u>	
10/01/12	Opening Balance			\$ 4,924.41	
10/31/12	Interest	\$ 1.25	\$ -	\$ 4,925.66	
		<u>\$ 1.25</u>	<u>\$ -</u>	<u>\$ 4,925.66</u>	
11/01/12	Opening Balance			\$ 4,925.66	
11/30/12	Interest	\$ 1.21	\$ -	\$ 4,926.87	
		<u>\$ 1.21</u>	<u>\$ -</u>	<u>\$ 4,926.87</u>	
12/01/12	Opening Balance			\$ 4,926.87	
12/20/12	Deposit-Mortgage	\$ 22,000.00	\$ -	\$ 26,926.87	
12/31/12	Interest	\$ 3.42	\$ -	\$ 26,930.29	
		<u>\$ 22,003.42</u>	<u>\$ -</u>	<u>\$ 26,930.29</u>	

Housing Trust

Acct #024804367

DATE	TRANSACTION	RECEIPTS	DISBURSE	BALANCE	
01/01/11	Opening Balance			\$ 4,922.45	Y-T-D
01/26/11	Deposit - Developer Fees	\$ 1,768.63	\$ -	\$ 6,691.08	Receipts
01/31/11	Interest	\$ 3.18	\$ -	\$ 6,694.26	
		<u>\$ 1,771.81</u>	<u>\$ -</u>	<u>\$ 6,694.26</u>	\$ 1,854.37
02/01/11	Opening Balance			\$ 6,694.26	Y-T-D
02/02/11	Ck#2009 - Passaic Register	\$ -	\$ 22.00	\$ 6,672.26	Disburse
02/28/11	Interest	\$ 3.59	\$ -	\$ 6,675.85	\$ 162.00
		<u>\$ 3.59</u>	<u>\$ 22.00</u>	<u>\$ 6,675.85</u>	
03/01/11	Opening Balance			\$ 6,675.85	
03/11/11	Deposit Appl Fee	\$ 25.00	\$ -	\$ 6,700.85	
03/29/11	Deposit Appl Fee	\$ 25.00	\$ -	\$ 6,725.85	
03/31/11	Interest	\$ 3.98	\$ -	\$ 6,729.83	
		<u>\$ 53.98</u>	<u>\$ -</u>	<u>\$ 6,729.83</u>	
04/01/11	Opening Balance			\$ 6,729.83	
04/30/11	Interest	\$ 2.77	\$ -	\$ 6,732.60	
		<u>\$ 2.77</u>	<u>\$ -</u>	<u>\$ 6,732.60</u>	
05/01/11	Opening Balance			\$ 6,732.60	
05/31/11	Interest	\$ 2.86	\$ -	\$ 6,735.46	
		<u>\$ 2.86</u>	<u>\$ -</u>	<u>\$ 6,735.46</u>	
06/01/11	Opening Balance			\$ 6,735.46	
06/30/11	Interest	\$ 2.77	\$ -	\$ 6,738.23	
		<u>\$ 2.77</u>	<u>\$ -</u>	<u>\$ 6,738.23</u>	
07/01/11	Opening Balance			\$ 6,738.23	
07/31/11	Interest	\$ 2.86	\$ -	\$ 6,741.09	
		<u>\$ 2.86</u>	<u>\$ -</u>	<u>\$ 6,741.09</u>	
08/01/11	Opening Balance			\$ 6,741.09	
08/31/11	Interest	\$ 2.86	\$ -	\$ 6,743.95	
		<u>\$ 2.86</u>	<u>\$ -</u>	<u>\$ 6,743.95</u>	
09/01/01	Opening Balance			\$ 6,743.95	
09/30/11	Interest	\$ 2.57	\$ -	\$ 6,746.52	
		<u>\$ 2.57</u>	<u>\$ -</u>	<u>\$ 6,746.52</u>	
10/01/11	Opening Balance			\$ 6,746.52	
10/31/11	Interest	\$ 2.76	\$ -	\$ 6,749.28	
		<u>\$ 2.76</u>	<u>\$ -</u>	<u>\$ 6,749.28</u>	

Housing Trust

Acct #024804367

DATE	TRANSACTION	RECEIPTS	DISBURSE	BALANCE
11/01/11	Opening Balance			\$ 6,749.28
11/02/11	Ck#2010 - Community Planning & Grants	\$	140.00	\$ 6,609.28
11/30/11	Interest	\$ 2.73		\$ 6,612.01
		<u>\$ 2.73</u>	<u>\$ 140.00</u>	<u>\$ 6,612.01</u>
12/01/11	Opening Balance			\$ 6,612.01
12/31/11	Interest	\$ 2.81	\$ -	\$ 6,614.82
		<u>\$ 2.81</u>	<u>\$ -</u>	<u>\$ 6,614.82</u>

Housing Trust

Acct #024804367

DATE	TRANSACTION	RECEIPTS	DISBURSE	BALANCE	
01/01/10	Opening Balance			\$ 10,111.98	Y-T-D
01/25/10	Interest	\$ 1.07	\$ -	\$ 10,113.05	Receipts
01/30/10	Interest	\$ 5.60	\$ -	\$ 10,118.65	
		<u>\$ 6.67</u>	<u>\$ -</u>	<u>\$ 10,118.65</u>	\$ 45,273.67
02/01/10	Opening Balance			\$ 10,118.65	Y-T-D
02/17/10	Ck#2002 - Comm Grants	\$ -	\$ 2,542.90	\$ 7,575.75	Disburse
02/22/10	Deposit	\$ 3,002.02	\$ -	\$ 10,577.77	\$ 50,463.20
02/27/10	Interest	\$ 7.84	\$ -	\$ 10,585.61	
		<u>\$ 3,009.86</u>	<u>\$ 2,542.90</u>	<u>\$ 10,585.61</u>	
03/01/10	Opening Balance			\$ 10,585.61	
03/31/10	Interest	\$ 8.99	\$ -	\$ 10,594.60	
		<u>\$ 8.99</u>	<u>\$ -</u>	<u>\$ 10,594.60</u>	
04/01/10	Opening Balance			\$ 10,594.60	
04/08/10	Deposit-App Fee	\$ 25.00	\$ -	\$ 10,619.60	Blk 179 Lot 12.01
04/30/10	Interest	\$ 8.72	\$ -	\$ 10,628.32	Voitiuc
		<u>\$ 33.72</u>	<u>\$ -</u>	<u>\$ 10,628.32</u>	
05/01/10	Opening Balance			\$ 10,628.32	
05/06/10	Deposit - App fee	\$ 3,044.55	\$ -	\$ 13,672.87	Blk 181.01 Lot 17 Casba
05/19/10	Deposit - App fee	\$ 25.00	\$ -	\$ 13,697.87	Blk 52 Lot 10 Arroyo
05/19/10	Ck#2003 Comm Grants	\$ -	\$ 1,752.40	\$ 11,945.47	
05/29/10	Interest	\$ 10.78	\$ -	\$ 11,956.25	
		<u>\$ 3,080.33</u>	<u>\$ 1,752.40</u>	<u>\$ 11,956.25</u>	
06/01/09	Opening Balance			\$ 11,956.25	
06/03/10	Deposit - App fee	\$ 1,414.82	\$ -	\$ 13,371.07	Blk 281 Lot 8 Passano
06/10/10	Deposit - App fee	\$ 25.00	\$ -	\$ 13,396.07	Blk 90.01 Lot 33Halma
06/30/10	Interest	\$ 10.89	\$ -	\$ 13,406.96	
		<u>\$ 1,450.71</u>	<u>\$ -</u>	<u>\$ 13,406.96</u>	
07/01/10	Opening Balance			\$ 13,406.96	
07/21/10	Ck#2004 Comm Grants	\$ -	\$ 8,506.90	\$ 4,900.06	
07/21/10	Ck#2005 Passaic Cty		\$ 8.00	\$ 4,892.06	
07/31/10	Interest	\$ 10.22	\$ -	\$ 4,902.28	
		<u>\$ 10.22</u>	<u>\$ 8,514.90</u>	<u>\$ 4,902.28</u>	
08/01/10	Opening Balance			\$ 4,902.28	
08/04/10	Ck#2006 Passaic Cty	\$ -	\$ 3.00	\$ 4,899.28	
08/31/10	Interest	\$ 4.17	\$ -	\$ 4,903.45	
		<u>\$ 4.17</u>	<u>\$ 3.00</u>	<u>\$ 4,903.45</u>	
09/01/09	Opening Balance			\$ 4,903.45	
09/30/10	Interest	\$ 4.03	\$ -	\$ 4,907.48	
		<u>\$ 4.03</u>	<u>\$ -</u>	<u>\$ 4,907.48</u>	
10/01/09	Opening Balance			\$ 4,907.48	
10/06/10	Intf from Current	\$ 18,825.00	\$ -	\$ 23,732.48	
10/06/10	Ck#2007-2008	\$ -	\$ 18,825.00	\$ 4,907.48	
10/31/10	Interest	\$ 6.75	\$ -	\$ 4,914.23	
		<u>\$ 18,831.75</u>	<u>\$ 18,825.00</u>	<u>\$ 4,914.23</u>	

Housing Trust

Acct #024804367

DATE	TRANSACTION	RECEIPTS	DISBURSE	BALANCE
11/01/10	Opening Balance			\$ 4,914.23
11/30/10	Interest	\$ 4.04		\$ 4,918.27
		<u>\$ 4.04</u>	<u>\$ -</u>	<u>\$ 4,918.27</u>
12/01/10	Opening Balance			\$ 4,918.27
12/29/10	Interfund Corr - Gen Cap	\$ 18,825.00	\$ -	\$ 23,743.27
12/29/10	Intf loan to Curr	\$ -	\$ 18,825.00	\$ 4,918.27
12/31/10	Interest	\$ 4.18	\$ -	\$ 4,922.45
		<u>\$ 18,829.18</u>	<u>\$ 18,825.00</u>	<u>\$ 4,922.45</u>

Housing Trust

Acct #3450113328

DATE	TRANSACTION	RECEIPTS	DISBURSE	BALANCE	
01/01/09	Opening Balance			\$ 79,729.60	Y-T-D
01/25/09	Interest on Account	\$ 35.21	\$ -	\$ 79,764.81	Receipts
		<u>\$ 35.21</u>	<u>\$ -</u>	<u>\$ 79,764.81</u>	\$ 41,303.84
02/01/09	Opening Balance			\$ 79,764.81	Y-T-D
02/11/09	Deposit - COAH Fee Ray	\$ 25.00	\$ -	\$ 79,789.81	Blk 229 Lot 49
02/18/09	Ck #80041 - Comm Grants & Plan	\$ -	\$ 2,554.60	\$ 77,235.21	
02/18/09	Ck #80042 - Gabriele Home Imp	\$ -	\$ 12,000.00	\$ 65,235.21	Blk 176 Lot 24 Bongiorno
02/18/09	Ck #80043 - Passaic County Reg	\$ -	\$ 16.00	\$ 65,219.21	
02/25/09	Deposit - COAH Fee Estimate - Schappert	\$ 1,612.24	\$ -	\$ 66,831.45	Blk 195 Lot 15
02/25/09	Interest on Account	\$ 23.03	\$ -	\$ 66,854.48	
		<u>\$ 1,660.27</u>	<u>\$ 14,570.60</u>	<u>\$ 66,854.48</u>	
03/01/09	Opening Balance			\$ 66,854.48	
03/04/09	Ck# 80044 - Comm Grants & Plan	\$ -	\$ 2,970.30	\$ 63,884.18	
03/18/09	Ck# 80045 - EM Contractor	\$ -	\$ 7,300.00	\$ 56,584.18	Blk 28 Lot 5 Rodgers
03/25/09	Interest on Account	\$ 16.51	\$ -	\$ 56,600.69	
		<u>\$ 16.51</u>	<u>\$ 10,270.30</u>	<u>\$ 56,600.69</u>	
04/01/09	Opening Balance			\$ 56,600.69	
04/15/09	Ck# 80046 - Comm Grants & Plan	\$ -	\$ 1,591.20	\$ 55,009.49	
04/25/09	Interest on Account	\$ 15.64	\$ -	\$ 55,025.13	
		<u>\$ 15.64</u>	<u>\$ 1,591.20</u>	<u>\$ 55,025.13</u>	
05/01/09	Opening Balance			\$ 55,025.13	
05/06/09	Ck# 80047 - Comm Grants & Plan	\$ -	\$ 2,680.70	\$ 52,344.43	
05/06/09	Ck# 80048 - EM General Contractor	\$ -	\$ 14,700.00	\$ 37,644.43	Blk 28 Lot 5 Rodgers
05/06/09	Ck# 80049 - Passaic County Register	\$ -	\$ 8.00	\$ 37,636.43	
05/20/09	Ck#80050 - Brasp Trading	\$ -	\$ 14,643.00	\$ 22,993.43	Blk 181.01 Lot 21 Iacovelli
05/25/09	Interest on Account	\$ 12.28	\$ -	\$ 23,005.71	
05/29/09	Deposit- COAH Fee JSD Realty	\$ 39,334.75	\$ -	\$ 62,340.46	Blk 104 Lot 15 Burgio
		<u>\$ 39,347.03</u>	<u>\$ 32,031.70</u>	<u>\$ 62,340.46</u>	
06/01/09	Opening Balance			\$ 62,340.46	
06/17/09	Ck# 80051 - Comm Grants & Plan	\$ -	\$ 4,475.50	\$ 57,864.96	
06/25/09	Interest on Account	\$ 13.24	\$ -	\$ 57,878.10	
06/29/09	Intl from Current	\$ 71.13	\$ -	\$ 57,949.23	
		<u>\$ 84.27</u>	<u>\$ 4,475.50</u>	<u>\$ 57,949.23</u>	
07/01/09	Opening Balance			\$ 57,949.23	
07/01/09	Ck#80052 - Comm Grants & Plan	\$ -	\$ 1,696.70	\$ 56,252.53	
07/01/09	Ck#80053 - Land Network Inc	\$ -	\$ 13,190.00	\$ 43,062.53	Block 195 Lot 13 Manzo
07/01/09	Ck#80054 - Passaic County Register	\$ -	\$ 8.00	\$ 43,054.53	
07/25/09	Interest on Account	\$ 11.27	\$ -	\$ 43,065.80	
07/29/09	Deposit - COAH Fee	\$ 25.00	\$ -	\$ 43,090.80	Block 45 Lot 20 Savini
07/31/09	Deposit - COAH Fee	\$ 25.00	\$ -	\$ 43,115.80	Block 8 Lot 3 Eduardo
		<u>\$ 61.27</u>	<u>\$ 14,894.70</u>	<u>\$ 43,115.80</u>	
08/01/09	Opening Balance			\$ 43,115.80	
08/05/09	Ck#80055 - Comm Grants	\$ -	\$ 232.50	\$ 42,883.30	
08/05/09	Ck#80056 - Passaic County Register	\$ -	\$ 8.00	\$ 42,875.30	
08/25/09	Interest on Account	\$ 10.00	\$ -	\$ 42,885.30	
		<u>\$ 10.00</u>	<u>\$ 240.50</u>	<u>\$ 42,885.30</u>	
09/01/09	Opening Balance			\$ 42,885.30	
09/25/09	Interest on Account	\$ 9.98	\$ -	\$ 42,895.28	
		<u>\$ 9.98</u>	<u>\$ -</u>	<u>\$ 42,895.28</u>	
10/01/09	Opening Balance			\$ 42,895.28	
10/28/09	Deposit - App fee	\$ 25.00	\$ -	\$ 42,920.28	Block 289.02 Lot 9,07 Getchell
10/23/09	Interest on Account	\$ 9.66	\$ -	\$ 42,929.94	
		<u>\$ 34.66</u>	<u>\$ -</u>	<u>\$ 42,929.94</u>	
11/01/09	Opening Balance			\$ 42,929.94	
11/17/09	Ck#2001	\$ -	\$ 32,846.96	\$ 10,082.98	
11/25/09	Interest on Account	\$ 24.59	\$ -	\$ 10,107.57	
		<u>\$ 24.59</u>	<u>\$ 32,846.96</u>	<u>\$ 10,107.57</u>	
12/01/09	Opening Balance			\$ 10,107.57	
12/24/09	Interest on Account	\$ 1.03	\$ -	\$ 10,108.60	
12/31/09	Interest on Account	\$ 3.38	\$ -	\$ 10,111.98	
		<u>\$ 4.41</u>	<u>\$ -</u>	<u>\$ 10,111.98</u>	

**ACCOUNT DETAIL**

06/04/15

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*Final Final 200*

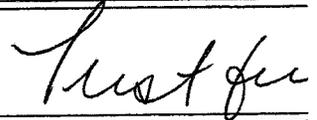
Date Encumbered	Code Vendor	Date Pd	Po #	Check #
<b>04-2150</b>	ORD# 2032-10			
<b>04-2150-55-2032</b>	HOUSING REHABILITATION			
<b>04-2150-55-2032-001</b>	AMOUNT			
	BUDGET			Bu
12/30/14		12/30/14		Ca
<b>Sub04-2150-55-2032-001: AMOUNT</b>		<b>Adj Budget</b>	<b>90,000.00 Encum</b>	<b>0.00 Pai</b>
<b>04-2150-55-2032-002</b>	ADVERTISING			
	BUDGET			Bu
12/15/10	7001 HAWTHORNE PRESS INC	12/15/10		3089 Pd
01/19/11	12120 MCMANIMON & SCOTLAND LLC	01/19/11		3097 Pd
<b>Sub04-2150-55-2032-002: ADVERTISING</b>		<b>Adj Budget</b>	<b>0.00 Encum</b>	<b>0.00 Pai</b>
<b>04-2150-55-2032-003</b>	LEGAL SERVICES			
	BUDGET			Bu
<b>Sub04-2150-55-2032-003: LEGAL SERVICES</b>		<b>Adj Budget</b>	<b>0.00 Encum</b>	<b>0.00 Pai</b>
<b>04-2150-55-2032-005</b>	FINANCIAL SERVICES			
	BUDGET			Bu
12/15/10	12478 SUPLEE, CLOONEY & COMPANY	12/15/10		3093 Pd
<b>Sub04-2150-55-2032-005: FINANCIAL</b>		<b>Adj Budget</b>	<b>0.00 Encum</b>	<b>0.00 Pai</b>
<b>04-2150-55-2032-009</b>	MISCELLANEOUS			
	BUDGET			Bu
12/15/10	10749 COMMUNITY GRANTS & PLANNING, I	12/15/10		3088 Pd
02/16/11	10749 COMMUNITY GRANTS & PLANNING, I	02/16/11		3102 Pd
08/03/11	10749 COMMUNITY GRANTS & PLANNING, I	08/03/11		3118 Pd
08/03/11	12028 PASSAIC COUNTY REGISTER	08/03/11		3119 Pd
02/01/12	10749 COMMUNITY GRANTS & PLANNING, I	02/01/12		3144 Pd
02/01/12	10749 COMMUNITY GRANTS & PLANNING, I	02/01/12		3144 Pd
03/07/12	10749 COMMUNITY GRANTS & PLANNING, I	03/07/12		3150 Pd
03/07/12	10749 COMMUNITY GRANTS & PLANNING, I	03/07/12		3150 Pd
10/18/12	10749 COMMUNITY GRANTS & PLANNING, I	10/18/12		3233 Pd
03/07/12	10749 COMMUNITY GRANTS & PLANNING, I	10/17/12		3150 Vo
03/07/12	10749 COMMUNITY GRANTS & PLANNING, I	10/17/12		3150 Vo
<b>Sub04-2150-55-2032-009: MISCELLANEOUS</b>		<b>Adj Budget</b>	<b>0.00 Encum</b>	<b>0.00 Pai</b>

Date Encumbered	Code Vendor	Date Pd	Po #	Check #
<b>04-2150-55-2032-010</b>		<b>CONTRACTS</b>		
	BUDGET			
12/31/10		12/31/10		Bu
				JE
12/15/10	7001 HAWTHORNE PRESS INC	12/15/10		3089 Pd
12/15/10	12664 J MASELLI & CO INC	12/15/10		3090 Pd
12/15/10	12664 J MASELLI & CO INC	12/15/10		3090 Pd
12/15/10	12596 TAMOUS CONSTRUCTION	12/15/10		3094 Pd
03/16/11	12597 S & M ENTERPRISES	03/16/11		3104 Pd
08/03/11	12597 S & M ENTERPRISES	08/03/11		3120 Pd
08/17/11	12597 S & M ENTERPRISES	08/17/11		3124 Pd
06/06/12	12972 SEVERE STRUCTURES, LLC	06/06/12		3170 Pd
<b>Sub04-2150-55-2032-010: CONTRACTS</b>		<b>Adj Budget</b>	<b>0.00</b>	<b>Encum</b>
<b>Tot04-2150-55-2032: HOUSING REHABILITATION</b>		<b>Adj Budget</b>	<b>90,000.00</b>	<b>Encum</b>
<b>Subtotal for 04-2150: IMPROV AUTHORIZATIONS</b>			<b>90,000.00</b>	<b>0.00</b>

Grand Total:	<b>Budget Paid</b>	<b>Adjustments Balance</b>	<b>Encumb Canc</b>
	90,000.00	0.00	
	88,564.84	0.00	1,43

# ACCOUNT DETAIL

06/04/15



Date Encumbered	Code Vendor	Date Pd	Po #	Check #
<b>23-0100</b>	HOUSING REHAB PROGRAM			
<b>23-0100-10-0000</b>	HOUSING REHAB PROGRAM			
<b>23-0100-10-0000-003</b>	HOUSING REHAB PROGRAM			
	BUDGET			
02/11/09		02/11/09		Bu S*
10/28/09		10/28/09		S*
04/08/10		04/08/10		S*
05/19/10		05/19/10		S*
06/03/10		06/03/10		S*
06/10/10		06/10/10		S*
10/06/10		10/06/10		S*
03/11/11		03/11/11		S*
03/29/11		03/29/11		S*
02/18/09	10749 COMMUNITY GRANTS & PLANNING, I	02/18/09	80041	Pc
02/18/09	11990 GABRIELE HOME IMPROVMENT	02/18/09	80042	Pc
02/18/09	12028 PASSAIC COUNTY REGISTER	02/18/09	80043	Pc
02/18/09	12028 PASSAIC COUNTY REGISTER	02/18/09	80043	Pc
03/04/09	10749 COMMUNITY GRANTS & PLANNING, I	03/04/09	80044	Pc
03/18/09	11986 EM GENERAL CONTRACTOR LLC	03/18/09	80045	Pc
04/15/09	10749 COMMUNITY GRANTS & PLANNING, I	04/15/09	80046	Pc
05/06/09	10749 COMMUNITY GRANTS & PLANNING, I	05/06/09	80047	Pc
05/06/09	11986 EM GENERAL CONTRACTOR LLC	05/06/09	80048	Pc
05/06/09	12028 PASSAIC COUNTY REGISTER	05/06/09	80049	Pc
05/20/09	12198 BRASP TRADING & MARKETING	05/20/09	80050	Pc
06/17/09	10749 COMMUNITY GRANTS & PLANNING, I	06/17/09	80051	Pc
07/01/09	10749 COMMUNITY GRANTS & PLANNING, I	07/01/09	80052	Pc
07/01/09	12233 LENI NETWORK INC	07/01/09	80053	Pc
07/01/09	12028 PASSAIC COUNTY REGISTER	07/01/09	80054	Pc
08/05/09	10749 COMMUNITY GRANTS & PLANNING, I	08/05/09	80055	Pc
08/05/09	12028 PASSAIC COUNTY REGISTER	08/05/09	80056	Pc
02/17/10	10749 COMMUNITY GRANTS & PLANNING, I	02/17/10	2002	Pc
02/17/10	10749 COMMUNITY GRANTS & PLANNING, I	02/17/10	2002	Pc
02/17/10	10749 COMMUNITY GRANTS & PLANNING, I	02/17/10	2002	Pc
05/19/10	10749 COMMUNITY GRANTS & PLANNING, I	05/19/10	2003	Pc
07/21/10	10749 COMMUNITY GRANTS & PLANNING, I	07/21/10	2004	Pc
07/21/10	12028 PASSAIC COUNTY REGISTER	07/21/10	2005	Pc

<b>Date Encumbered</b>	<b>Code Vendor</b>	<b>Date Pd</b>	<b>Po #</b>	<b>Check #</b>
08/04/10	12028 PASSAIC COUNTY REGISTER	08/04/10		2006 Pd
10/06/10	12597 S & M ENTERPRISES	10/06/10		2007 Pd
10/06/10	12596 TAMOUS CONSTRUCTION	10/06/10		2008 Pd
02/02/11	12028 PASSAIC COUNTY REGISTER	02/02/11		2009 Pd
02/02/11	12028 PASSAIC COUNTY REGISTER	02/02/11		2009 Pd
11/02/11	10749 COMMUNITY GRANTS & PLANNING, I	11/02/11		2010 Pd
06/06/12	10749 COMMUNITY GRANTS & PLANNING, I	06/06/12		2011 Pd
07/11/12	10749 COMMUNITY GRANTS & PLANNING, I	07/11/12		2012 Pd
07/11/12	12972 SEVERE STRUCTURES, LLC	07/11/12		2013 Pd
08/01/12	12028 PASSAIC COUNTY REGISTER	08/01/12		2014 Pd
09/05/12	12028 PASSAIC COUNTY REGISTER	09/05/12		2015 Pd
10/21/08	11990 GABRIELE HOME IMPROVMENT	06/03/15	102109	Pd
<b>Sub23-0100-10-0000-003: HOUSING REHAB</b>		<b>Adj Budget</b>	<b>0.00 Encum</b>	<b>0.00 Pa</b>
<b>Tot23-0100-10-0000: HOUSING REHAB</b>		<b>Adj Budget</b>	<b>0.00 Encum</b>	<b>0.00 Pa</b>
<b>Subtotal for 23-0100: HOUSING REHAB PROGRAM</b>			<b>0.00</b>	<b>0.00</b>

Grand Total:	<b>Budget Paid</b>	<b>Adjustments Balance</b>	<b>Encumb Canc</b>
	0.00	0.00	
	117,377.70	-117,377.70	

**Cash Receipts**  
**BOROUGH OF HAWTHORNE**  
06/04/15 09:46:59 AM

*Trust Receipts 2015*

Account Description	Amount	Description
23-0100-00-0000- CASH	DEVELOPER/ FEES	DEVELOP
HOUSING TRUST		
23-0100 CASH		
23-0100-00-0000- CASH	DEVELOPER/ FEES	DEVELOP
02/25/09 COAH FEE ESTIMATE BLK 195 LOT 15	5466 S	1,612.24
05/29/09 COAH FEES JSD REALTY	5761 S	39,334.75
07/29/09 APP FEE SAVIRI	5829 S	25.00
07/31/09 APP FEE EDUARDO 17 WESTERVELT	5827 S	25.00
02/22/10 BLK 204 LOT 8 COAH FEE EST COUNTRY LANE	6339 S	3,002.02
05/06/10 COAH FEE - CASSIBBA BLK 181.01 LOT 17	6507 S	3,044.55
01/26/11 COAH FEES RODEIRO BLK 21 LOT 25.02	7270 S	1,768.63
06/04/12	8419 S	3,819.90
06/26/12	8420 S	1,976.20
12/20/12	8787 S	22,000.00
10/23/13	9602 S	1,880.75
01/06/15 DEV. FEES - JFW HOMES BL 82 LT 11.03	10753 S	2,219.04
Subtotal for 23-0100-00-0000-002 :		80,708.08
23-0100-00-0000- CASH	INTEREST	INTERES
01/25/09 JANUARY RECEIPTS	5398 S	35.21
02/25/09 FEBRUARY RECEIPTS	5492 S	23.03
03/25/09 MARCH RECEIPTS	5561 S	16.51
04/25/09 APRIL RECEIPTS	5619 S	15.64
05/25/09 MAY INTEREST	5681 S	12.28
06/25/09 JUNE RECEIPTS	5759 S	13.14
06/29/09 BANK ERROR FROM CURRENT	5760 S	71.13
07/25/09 JULY RECEIPTS	5858 S	11.27
08/25/09 AUGUST RECEIPTS	5892 S	10.00
09/25/09 SEPTEMBER RECEIPTS	5964 S	9.98
10/31/09 OCTOBER RECEIPTS	6022 S	9.66
11/25/09 NOVEMBER RECEIPTS TD BANK	6064 S	3.08
11/30/09 NOVEMBER RECEIPTS COLUMBIA	6063 S	21.51

Account Description	Amount	Description
23-0100-00-0000- CASH	INTEREST	INTEREST
12/24/09 DECEMBER RECEIPTS - TD BANK	6195	S 1.03
12/31/09 DECEMBER RECEIPTS - COLUMBIA	6196	S 3.38
01/25/10 JANUARY RECEIPTS	6320	S 1.07
01/30/10 JANUARY RECEIPTS	6321	S 5.60
02/28/10 FEBRUARY RECEIPTS	6362	S 7.84
03/31/10 MARCH RECEIPTS	6393	S 8.99
04/30/10 APRIL RECEIPTS	6618	S 8.72
05/29/10 MAY RECEIPTS	6619	S 10.78
06/30/10 JUNE RECEIPTS	6620	S 10.89
07/31/10 JULY RECEIPTS	6686	S 10.22
08/31/10 AUGUST RECEIPTS	6740	S 4.17
09/30/10 SEPTEMBER RECEIPTS	6801	S 4.03
10/30/10 OCTOBER RECEIPTS	6886	S 6.75
11/30/10 NOVEMBER RECEIPTS	6939	S 4.04
12/31/10 DECEMBER RECEIPTS	7158	S 4.18
01/31/11 JANUARY RECEIPTS	7430	S 3.18
02/28/11 FEBRUARY RECEIPTS	7431	S 3.59
03/31/11 MARCH RECEIPTS	7428	S 3.98
04/30/11 APRIL RECEIPTS	7429	S 2.77
05/31/11 MAY RECEIPTS	7515	S 2.86
06/30/11	7640	S 2.77 INTEREST
07/31/11	7641	S 2.86 INTEREST
08/31/11	7642	S 2.86 INTEREST
09/30/11	7738	S 2.57 SEPTEMBER I
10/31/11	7849	S 2.76
11/30/11	7867	S 2.73
12/31/11	7942	S 2.81
01/31/12 JANUARY RECEIPTS	8070	S 2.28
02/29/12 FEBRUARY RECEIPTS	8120	S 2.10
03/31/12 MARCH RECEIPTS	8204	S 1.96
04/30/12 APRIL RECEIPTS	8241	S 1.90
05/31/12 MAY RECEIPTS	8240	S 1.68
06/30/12 JUNE RECEIPTS	8421	S 2.16
07/31/12 JULY RECEIPTS	8448	S 1.95
08/31/12 JULY RECEIPTS	8536	S 1.25
09/29/12 SEPTEMBER INTEREST	8631	S 1.21

Account Description	Amount	Description
23-0100-10-0000- HOUSING REHAB PROGRAM	HOUSING REHAB PROGRAM	HOUSING
23-0100-10-0000- HOUSING REHAB PROGRAM	HOUSING REHAB PROGRAM	HOUSING
02/11/09 APPL FEE RAY 32 KAYWIN AVE 229/49	5397 S	25.00
10/28/09 APP FEE GETCHELL 63 HORIZON TERRACE BLK	5997 S	25.00
04/08/10 APPL FEE BLK 179 LOT 12.01 396 LINCOLN AVE	6464 S	25.00
05/19/10 BLK 52 LOT 10 ARROYO 130 WESTERVELT AVE	6513 S	25.00
06/03/10 PASSANO BLK 281 LOT 8	6558 S	1,414.82
06/10/10 HALMA 72 METRO VISTA BLK 90.01 LOT 33	6533 S	25.00
10/06/10 INTF LOAN FROM CURRENT	6887 S	18,825.00
03/11/11 TARR APPL FEE 508-510 LINCOLN AVE BLK 206	7325 S	25.00
03/29/11 APPL FEE BOGUSTA 19 TENTH AVE BLK 184	7345 S	25.00
Subtotal for 23-0100-10-0000-003 :		101,634.38
Subtotal for 23-0100:		101,634.38
23-1600 DUE T/F GENERAL CAPITAL		
23-1600- - - DUE T/F GENERAL CAPITAL	DUE T/F GENERAL CAPITAL	DUE T/F (
12/29/10 INTERFUND CORRECTION	7012 S	18,825.00
Subtotal for 23-1600- - - :		18,825.00
Subtotal for 23-1600:		18,825.00
Total 23:		120,459.38
Grand Total		120,459.38





**APPENDIX F**

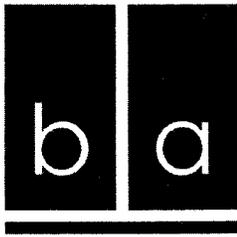
**REVISED THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN**

**DATED JUNE 17, 2015**  
**ADOPTED JUNE 29, 2015**

**APPENDIX F**

**REVISED THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN**

**DATED JUNE 17, 2015**  
**ADOPTED JUNE 29, 2015**



Community Planning  
Land Development and Design  
Landscape Architecture

**B U R G I S**  
ASSOCIATES, INC.

Principals:  
*Joseph H. Burgis PP, AICP*  
*Edward Snieckus, Jr. PP, LLA, ASLA*

## HOUSING ELEMENT AND FAIR SHARE PLAN

BOROUGH OF HAWTHORNE  
PASSAIC COUNTY, NEW JERSEY

PREPARED FOR:

BOROUGH OF HAWTHORNE PLANNING BOARD  
BA# 3031.01

June 17, 2015  
Adopted June 29, 2015

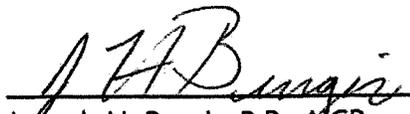
HOUSING ELEMENT AND FAIR SHARE PLAN

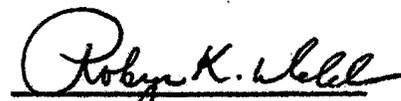
BOROUGH OF HAWTHORNE  
PASSAIC COUNTY, NEW JERSEY

PREPARED FOR:

BOROUGH OF HAWTHORNE PLANNING BOARD  
BA# 3031.01

The original document was appropriately signed and sealed on June 17, 2015 in accordance with Chapter 41 of Title 13 of the State Board of Professional Planners.

  
Joseph H. Burgis, P.P., AICP  
Professional Planner #2450

  
Robyn K. Welch, AICP  
Associate Planner

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Burgis Associates, Inc.

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## INTRODUCTION

### Historic Overview of the Courts and COAH

In 1975 the New Jersey Supreme Court decided, in So. Burlington Cty. NAACP v. Borough of Mount Laurel (Mount Laurel I), that every developing municipality in the state had an affirmative obligation to provide for its fair share of affordable housing. In a subsequent decision in 1983 (Mount Laurel II), the Court acknowledged that the vast majority of municipalities in the state had ignored their constitutional obligation. The Court refined in that decision the constitutional obligation to focus the obligation primarily on those municipalities that have portions of their boundaries within the growth area as shown on the State Development and Redevelopment Plan, and also called for the state legislature to enact legislation that would save municipalities from the burden of having the courts determine their affordable housing needs. The result was the adoption of the Fair Housing Act in 1985 and the establishment of the New Jersey Council on Affordable Housing (COAH), the State agency responsible for overseeing the manner in which the State's municipalities address their low and moderate income housing needs.

COAH proceeded to adopt regulations for the First Round obligation covering the years 1987 to 1993, and established Second Round housing-need numbers that cumulatively covered the years 1987 through 1999. Under both the first and second housing rounds COAH utilized what is commonly referred to a "fair share" methodology.

COAH utilized a different methodology, called "growth share" beginning with their efforts to prepare Third Round housing-need numbers. Their first adopted Third Round substantive and procedural rules occurred in 2004. These regulations were challenged and in January 2007 the Appellate Division invalidated various aspects of the regulations and remanded considerable portions of the rules to COAH with the directive to adopt revised rules.

In May 2008, COAH adopted revised Third Round regulations and published them on June 2, 2008, thereby having them become effective. Coincident to this adoption, COAH proposed amendments to the rules it just adopted, and they went into effect in October 2008.

The rules and regulations adopted in 2008 were challenged, and in an October 2008 decision the Appellate Division invalidated the growth share methodology, and indicated that COAH should adopt regulations pursuant to the fair share methodology utilized in Rounds One and Two.

The Supreme Court affirmed this decision in September 2013, invalidating the third iteration of the Third Round regulations, sustaining the invalidation of growth share, and directing COAH to adopt new regulations pursuant to the methodology utilized in Rounds One and Two.

In October 2014 COAH failed to adopt their newly revised Third Round regulations, deadlocking with a 3-3

vote. The Fair Share Housing Center, who was a party in both the 2010 and 2013 cases, responded by filing a motion in aid of litigants rights with the New Jersey Supreme Court. The Court heard the motion in January 2015 and, on March 10, 2015, issued their ruling. The Court ruled that COAH was effectively dysfunctional, and consequently, returned jurisdiction of affordable housing issues back to the trial courts where it had been prior to the creation of COAH in 1986.

The Court decision has now effectively created a process for municipalities, like Hawthorne, that had participated in the process before COAH but due to the inertia of COAH never obtained Third Round substantive certification of their Housing Element and Fair Share Plan (HE&FSP), to file a declaratory judgment seeking to declare their HE&FSP constitutionally compliant or receive temporary immunity from affordable housing builders remedy lawsuits while they prepare a new or revised HE&FSP to ensure their plan continues to affirmatively addresses their local housing need as may be adjusted by new housing-need numbers promulgated by the Court or COAH.

### The Borough's Historic Response to Its Affordable Housing Obligations

The Borough of Hawthorne has prepared a number of Housing Elements and Fair Share Plans over the years to address its affordable housing obligations. As noted above, COAH had originally adopted in 1987 and again in 1994 a 'fair share' methodology to determine housing-need numbers for all municipalities in the state, and the adopted, combined first and second round housing need numbers for Hawthorne indicated a 318-unit affordable housing new construction obligation. This first and second round 'combined' number was reduced to 71 units, inclusive of 57 new construction units and 14 rehabilitation units, through a structural condition survey adjustment received as part of a Judgment of Repose received September 29, 2005.

In December 2004, COAH adopted new substantive (N.J.A.C. 5:94) and procedural (N.J.A.C. 5:95) rules to address the Third Round period. At the same time, COAH readjusted all Prior Round housing-need new construction numbers and rehabilitation numbers. On October 20, 2008, COAH issued, yet again, adjustments to its Prior Round new construction and rehabilitation numbers, with the Prior Round obligation set at 58 new construction units and the rehabilitation share at 34 units for Hawthorne. However, since the Borough received a structural condition survey adjustment as part of its Judgment of Repose for its Prior Round obligation, the Borough's Prior Round new construction and rehabilitation obligations were established by the Court at 57 new construction units and 14 rehabilitation units, irrespective of COAH's newly published numbers which did not reflect the Judgment of Repose.

The Borough addressed its 57-unit new construction obligation through a combination of a 23 unit Regional Contribution Agreement funded by the Lafayette Realty site, as well as 34 credits from two inclusionary developments. These included the Van Dyk age-restricted assisted living site whereon 8 affordable rental units had been constructed (allowing for two rental bonus credits), and the 12 alternative living rental units at the redevelopment site on Westervelt Avenue (allowing for 12 additional rental bonus credits).

The Borough had also prepared a Third Round plan to address its Third Round obligation, as adjusted by an analysis of the Borough’s growth share projections that was filed August 17, 2009. However, as detailed above, the Third Round methodology based upon growth share has been invalidated, necessitating a new plan based upon the prior rounds’ fair share methodology.

The Third Round Affordable Housing Obligation and the Borough’s Response

The state of the Third Round affordable housing obligations for municipalities throughout New Jersey at present remains a fluid one, given the fact that neither the Courts, COAH, nor the legislature has come up with a definitive set of housing-need numbers that has been universally accepted. Two sets of numbers have been promulgated and widely discussed. These include numbers prepared by Dr. Robert Burchell on behalf of COAH, and numbers prepared by David Kinsey on behalf of the Fair Share Housing Center. Their statewide numbers vary dramatically, and are as follows:

Burchell:            Approximately 52,000 affordable housing units  
 Kinsey:             Approximately 201,000 affordable housing units

Similarly, their numbers for Hawthorne are wildly divergent, as noted below:

	<u>Burchell</u>	<u>Kinsey</u>
1. Rehabilitation Obligation:	28	28
2. Unanswered Prior Round Obligation:	-16	----
3. Prior Round Obligation:	----	58
4. Prospective Need Obligation*	-1	266

\* Note: The data for the two analyses covers differing time periods.

Significantly, the Burchell numbers reflect the fact that the Borough is a fully developed municipality (a vacant land adjustment analysis reveals there are only eight acres of vacant developable land in the Borough), while Kinsey’s numbers do not apparently acknowledge this fact. For this reason, as well as others, this plan at this time relies upon the Burchell numbers. It is recognized that these figures may be adjusted in the future, and may necessitate revision to the plan.

The HE&FSP set forth herein includes the preparation of an assessment of vacant land in the Borough pursuant to the prescribed vacant land adjustment (VLA) process and realistic development potential (RDP), to determine the Borough’s RDP and adjusted affordable housing obligation. The analysis reveals there are only 8.1 acres of vacant developable acres (ie, excluding vacant acreage encumbered by wetlands, steep slopes, and flood plan delineations). This translates to an RDP of 10 affordable housing units pursuant to the COAH methodology set forth in the Second Round regulations.

The manner in which the Borough addresses this obligation in this plan is as follows:

**2015 Third Round  
Housing Element and Fair Share Plan Components\*  
Hawthorne, New Jersey**

Plan Component	Number of Affordable Units	Status
Inclusionary Development: Van Dyk Age-Restricted Assisted Living	3	Completed
Group Homes (bedrooms)	27	
ECCR: Goffle Hill Road	5	Completed
ECCR: Surrey Place	5	Completed
Slade: DeVoe Place	5	Completed
Slade: Park Avenue	7	Completed
ECCR: Rock Ledge Rd	5	Pending
Supportive Housing: NJCDC	12	Completed
Dello Buono off-site units – 41 Washington Avenue	2	In Process
High Rise Tower Development, LLC off-site units – Locations TBD	6	Not complete
Inclusionary Development: Christian Health Care Center	8	Recent site plan approval
<b>Total</b>	<b>58</b>	

\* In addition, 233 Central Avenue, LLC, to contribute \$280,000 toward the Borough's rehabilitation obligation in lieu of constructing affordable housing units on-site.

In addition, the plan addresses the Borough's 28-unit rehabilitation obligation via participation in the Passaic County Housing Rehabilitation Program and the collection of development fees. These development fees will be collected from 233 Central Avenue, LLC, which received approval from the Zoning Board of Adjustment in 2015 to redevelop Block 174 Lot 14 with 142 two-bedroom multi-family units. The payment will be in lieu of providing affordable units on-site. This is discussed in more detail herein.

The plan is organized into three sections. The first part of this plan, the Housing Element, contains background data on the Borough's population and housing characteristics. The second section describes the Borough's obligation for the provision of affordable housing. The Borough's plan for meeting its affordable housing obligation is contained in the final section, Fair Share Plan. As noted above, the process being followed is fluid, and as the Courts respond to the myriad issues that they need to address, it is recognized that this Plan may require adjustment.

## SECTION I: HOUSING ELEMENT

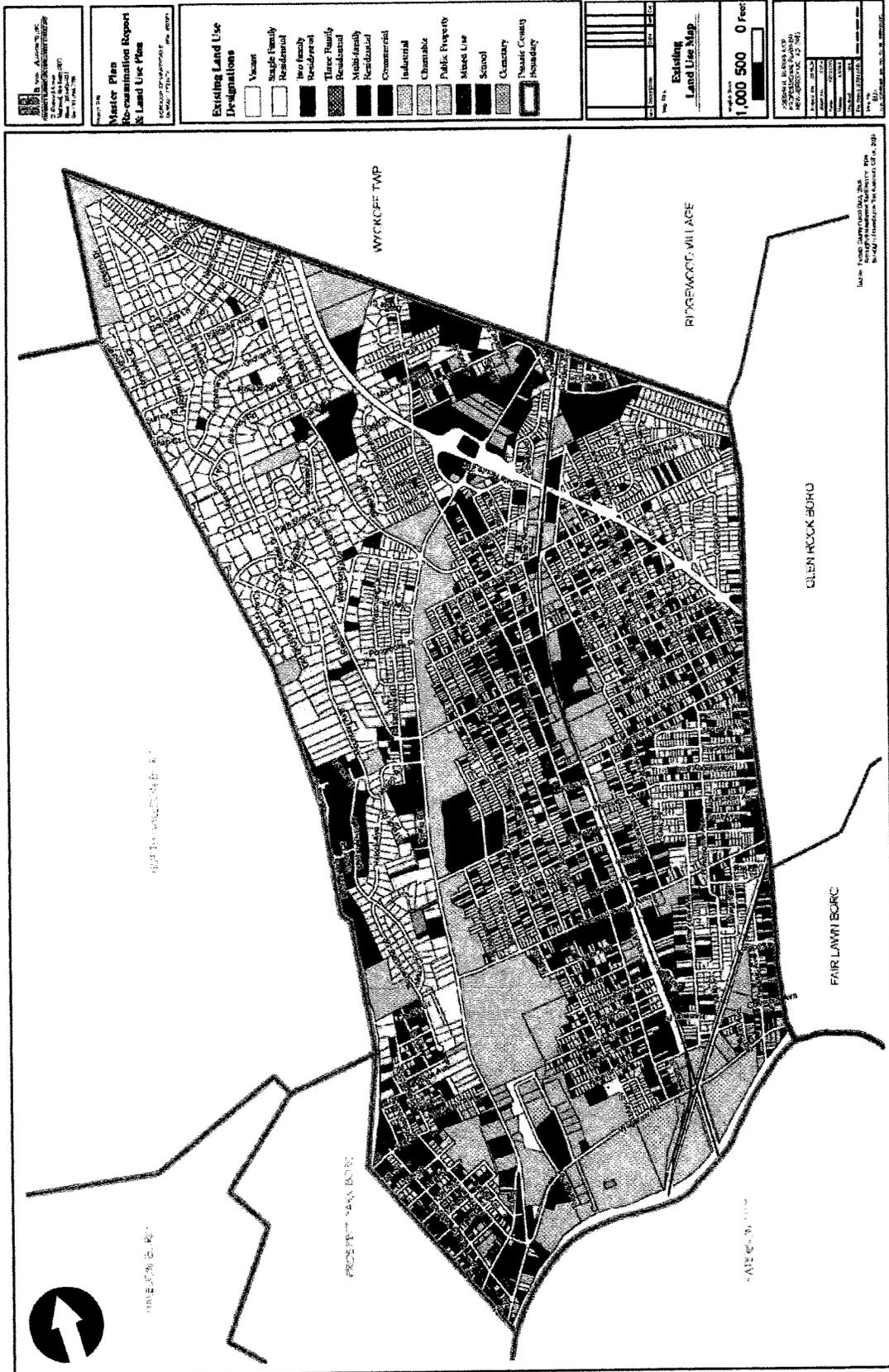
## A. COMMUNITY OVERVIEW

The Borough of Hawthorne is located in southern Passaic County and has a land area of 3.44 square miles. Hawthorne shares a boundary with seven municipalities, including the Boroughs of North Haledon and Prospect Park and the City of Paterson in Passaic County, as well as the Bergen County municipalities of Glen Rock, Fair Lawn, Wyckoff, and Ridgewood.

Major regional traffic is carried through the Borough on State Route 208, as well as County Routes 504 and 659. Routes 208 and 504 run east-west across the northern and southern portions of the municipality, respectively. Route 659 runs north-south and traverses the western portion of the municipality.

The Hawthorne train station in the southeast corner of the Borough offers New Jersey Transit train service along the Main/Bergen – Port Jervis Line, which terminates to the south in Hoboken and to the north in Port Jervis.

Hawthorne is a fully developed community, with its little remaining vacant land characterized by environmentally sensitive features or constrained by contaminants. The Borough is primarily characterized by older residential neighborhoods consisting mainly of single- and two-family homes. Industrial uses are located in the southern portion of the Borough along the borders of Paterson and Fair Lawn, as well as in the northern portion of the Borough and along the Susquehanna Railroad right-of-way. The Borough also has a central business district extending along Lafayette Avenue, which consists of retail and service commercial and office uses. The Borough's existing land uses, as identified in the borough's most recent master plan reexamination report, are illustrated on the accompanying map.



## B. INVENTORY OF MUNICIPAL HOUSING STOCK

This section of the Housing Element provides an inventory of the Borough's housing stock, as required by the Municipal Land Use Law. The inventory details housing characteristics such as age, condition, purchase/rental value, and occupancy. It also details the number of affordable units available to low- and moderate-income households and the number of substandard housing units capable of being rehabilitated.

1. Number of Dwelling Units. As shown in the accompanying table, the Borough's housing stock experienced modest growth in the 1970s and 1990s, increasing by approximately five percent in both decades. However, the rate of growth stagnated in both the 1980s and 2000s, with less than one percent growth in both decades. Estimates for 2013 suggest that Hawthorne's housing stock has increased only 0.2 percent since 2000.

Table 1: Dwelling Units (1970 to 2013\*)  
Hawthorne, New Jersey

Year	Total Dwelling Units	Numerical Change	Percentage Change
1970	6,623	-	-
1980	6,996	373	5.6
1990	7,055	59	0.8
2000	7,419	364	5.2
2013*	7,435	16	0.2

\* 2013 data is the average between January 2009 and December 2013.

Sources: U.S. Census – 1970-2000; 2013 American Community Survey 5-Year Estimates.

The following table provides additional detail regarding the tenure and occupancy of the Borough's housing stock. As shown below, the percentages of the Borough's housing stock estimated to be owner-occupied and renter-occupied remained fairly stable between 2000 and 2013. However, the number of vacant units has nearly tripled since 2000, from 159 units (2.1 percent of all units) in 2000 to 436 units (5.9 percent of all units) in 2013.

Table 2: Housing Units by Tenure and Occupancy Status (2000 and 2013\*)  
Hawthorne, New Jersey

Category	2000		2013*	
	No. Units	Percent	No. Units	Percent
Owner-Occupied Units	4,735	63.8	4,542	61.1
Renter-Occupied Units	2,525	34.0	2,457	33.0
Vacant Units	159	2.1	436	5.9
<b>Total Units</b>	<b>7,419</b>	<b>100.0</b>	<b>7,435</b>	<b>100.0</b>

\* 2013 data is the average between January 2009 and December 2013.

Sources: U.S. Census – 2000; 2013 American Community Survey 5-Year Estimates.

2. Housing Characteristics. The following tables provide additional information on the characteristics of the Borough's housing stock, including data on the number of units in the structure and the number of bedrooms. As shown below, the housing stock is predominantly characterized by single-family detached units, which represent approximately 54 percent of all dwelling units, followed by two-family units, which represent 30 percent of all dwellings. This has remained relatively unchanged since 2000.

Table 3: Units in Structure (2000 and 2013\*)  
Hawthorne, New Jersey

Units in Structure	2000		2013*	
	Number	Percent	Number	Percent
One Unit Detached	3,780	51.0	3,999	53.8
One Unit Attached	229	3.1	484	6.5
2 Units	2,561	34.5	2,238	30.1
3 to 4 Units	269	3.6	163	2.2
5 to 9 Units	100	1.3	134	1.8
10 to 19 Units	117	1.6	167	2.2
20 or More Units	339	4.6	250	3.4
Mobile Home	24	0.3	0	0
<b>Total</b>	<b>7,419</b>	<b>100.0</b>	<b>7,435</b>	<b>100.0</b>

\* 2013 data is the average between January 2009 and December 2013.  
Sources: U.S. Census – 2000; 2013 American Community Survey 5-Year Estimates.

As shown below, the majority (71 percent) of all dwelling units in Hawthorne contain two to three bedrooms. This represents a slight increase from 2000, when 67.5 percent of the housing stock contained two to three bedrooms.

Table 4: Number of Bedrooms in Housing Units (2000 and 2013\*)  
Hawthorne, New Jersey

Number of Bedrooms	2000		2013*	
	Number	Percent	Number	Percent
Zero	73	1.0	18	0.2
One	1,013	13.7	833	11.2
Two	2,384	32.1	2,357	31.7
Three	2,630	35.4	2,929	39.4
Four	1,065	14.4	1,105	14.9
Five or More	254	3.4	193	2.6
<b>Total</b>	<b>7,419</b>	<b>100.0</b>	<b>7,435</b>	<b>100.0</b>

\* 2013 data is the average between January 2009 and December 2013.  
Sources: U.S. Census – 2000; 2013 American Community Survey 5-Year Estimates.

3. Housing Age. The following table details the age of the Borough's housing stock. As shown, two-thirds (66 percent) of the Borough's housing units were constructed before 1960.

Table 5: Year Structure Built  
Hawthorne, New Jersey

Year Units Built	Number of Units	Percent
2010 or later	13	0.2
2000 to 2009	264	3.6
1990 to 1999	300	4.0
1980 to 1989	403	5.4
1970 to 1979	697	9.4
1960 to 1969	854	11.5
1950 to 1959	1,623	21.8
1940 to 1949	1,089	14.6
1939 or earlier	2,192	29.5
<b>Total</b>	<b>7,435</b>	<b>100.0</b>

Source: 2013 American Community Survey 5-Year Estimates.

4. Housing Conditions. An inventory of the Borough's housing conditions is presented in the following tables. The table below identifies the extent of overcrowding in the Borough, defined as occupied housing units with more than one occupant per room. In 2013, the data indicates that 1.6 percent of occupied housing units in Hawthorne were considered overcrowded. This is a slight improvement from 2000, when 1.8 percent of occupied housing units were considered overcrowded.

Table 6: Occupants Per Room (2000 and 2013\*)  
Hawthorne, New Jersey

Occupants Per Room	2000		2013*	
	Number	Percent	Number	Percent
1.00 or less	7,133	98.3	6,887	98.4
1.01 to 1.50	84	1.2	105	1.5
1.51 or more	43	0.6	7	0.1
<b>Total</b>	<b>7,260</b>	<b>100.0</b>	<b>6,999</b>	<b>100.0</b>

\* 2013 data is the average between January 2009 and December 2013.

Sources: U.S. Census – 2000; 2013 American Community Survey 5-Year Estimates.

The table below presents other key characteristics of housing conditions, including the presence of complete plumbing and kitchen facilities and the type of heating equipment used. As shown, the number of occupied housing units lacking complete kitchen facilities increased from 10 units in 2000 to 24 units in 2013. However, the number of occupied housing units lacking standard heating facilities decreased between 2000 and 2013, from 35 units to 7 units.

Table 7: Equipment and Plumbing Facilities (2000 and 2013\*)  
Hawthorne, New Jersey

Facilities	2000		2013*	
	Number	Percent	Number	Percent
<u>Kitchen:</u>				
With Complete Facilities	7,250	99.9	6,975	99.7
Lacking Complete Facilities	10	0.1	24	0.3
<u>Plumbing:</u>				
With Complete Facilities	7,245	99.8	6,987	99.8
Lacking Complete Facilities	15	0.2	12	0.2
<u>Heating Equipment:</u>				
Standard Heating Facilities	7,225	99.5	6,992	99.9
Other Fuel	16	0.2	0	0
No Fuel Used	19	0.3	7	0.1
<b>Total</b>	<b>7,260</b>	<b>100.0</b>	<b>6,999</b>	<b>100.0</b>

\* 2013 data is the average between January 2009 and December 2013.

Sources: U.S. Census – 2000; 2013 American Community Survey 5-Year Estimates.

5. Purchase and Rental Values. Table 8 below shows that the number of rental units in Hawthorne with monthly rents of \$1,500 or more increased 700 percent between 2000 and 2013, from 4.6 percent of all rental units in 2000 to 37.4 percent of all rental units in 2013. The Borough's median monthly rent increased approximately 47 percent during this period, from \$949 in 2000 to \$1,394 in 2013. The Borough's median monthly rent in 2013 was approximately 20 percent higher than the median monthly rent of Passaic County as a whole, which was \$1,159.

Table 8: Gross Rent of Renter-Occupied Housing Units (2000 and 2013\*)  
Hawthorne, New Jersey

Rent	2000		2013*	
	Number	Percent	Number	Percent
Less than \$200	7	0.3	16	0.7
\$200 to \$299	24	1.0	0	0
\$300 to \$499	43	1.7	16	0.7
\$500 to \$749	334	13.2	35	1.4
\$750 to \$999	1,094	43.3	141	5.7
\$1,000 to \$1,499	783	31.0	1,169	47.6
\$1,500 or More	115	4.6	920	37.4
No Cash Rent	124	4.9	160	6.5
<b>Total</b>	<b>2,524</b>	<b>100.0</b>	<b>2,457</b>	<b>100.0</b>
<b>Median Gross Rent</b>	<b>\$949</b>		<b>\$1,394</b>	
<b>Passaic County Median</b>	<b>\$747</b>		<b>\$1,159</b>	

\* 2013 data is the average between January 2009 and December 2013.

Sources: U.S. Census – 2000; 2013 American Community Survey 5-Year Estimates.

Table 9 below shows that whereas only 15 percent of Hawthorne’s owner-occupied units had a value of \$300,000 or more in 2000, over 81 percent of Hawthorne’s owner-occupied units had a value of \$300,000 or more in 2013. The Borough’s median housing value increased nearly 89 percent during this period, from \$198,600 in 2000 to \$375,000 in 2013. The Borough’s median housing value in 2013 was approximately 7 percent higher than the median housing value of Passaic County as a whole, which was \$351,000.

Table 9: Value of Owner-Occupied Housing Units (2000 and 2013\*)  
Hawthorne, New Jersey

Value Range	2000		2013*	
	Number	Percent	Number	Percent
Less than \$50,000	0	0	36	0.8
\$50,000 to \$99,999	6	0.2	0	0
\$100,000 to \$149,999	299	8.5	21	0.5
\$150,000 to \$199,999	1,487	42.3	74	1.6
\$200,000 to \$299,999	1,182	33.7	705	15.5
\$300,000 to \$499,999	498	14.2	2,986	65.7
\$500,000 to \$999,999	40	1.1	700	15.4
\$1,000,000 or More	0	0	20	0.4
Total	3,512	100.0	4,542	100.0
Median Value	\$198,600		\$375,000	
Passaic County Median	\$190,600		\$351,000	

\* 2013 data is the average between January 2009 and December 2013.

Sources: U.S. Census – 2000; 2013 American Community Survey 5-Year Estimates.

6. Number of Units Affordable to Low- and Moderate-Income Households. Based on COAH’s 2014 regional income limits, the median household income for a three-person household in COAH Region 1, Hawthorne’s housing region comprised of Bergen, Hudson, Passaic and Sussex Counties, is \$75,980. A three-person moderate-income household, established at no more than 80 percent of the median income, would have an income not exceeding \$60,784. A three-person low-income household, established at no more than 50 percent of the median income, would have an income not exceeding \$37,990.

An affordable sales price for a three person moderate-income household earning 80 percent of the median income is estimated at approximately \$250,000. An affordable sales price for a three person low-income household earning 50 percent of the median income is estimated at approximately \$150,000. These estimates are based on the UHAC affordability controls outlined in N.J.A.C. 5:80-26.1 et seq. According to the 2013 American Community Survey, approximately 18 percent of the Borough’s owner-occupied housing units are valued at less than \$300,000, and 1.3 percent are valued at less than \$150,000.

For renter-occupied housing, an affordable monthly rent for a three person moderate-income

household earning 80 percent of the median income is estimated at approximately \$1,500. An affordable monthly rent for a three person low-income household earning 50 percent of the median income is estimated at approximately \$950. According to the 2013 American Community Survey, approximately 56 percent of the Borough's rental units have a gross rent less than \$1,500, and 8.5 percent have a gross rent less than \$1,000.

7. Substandard Housing Capable of Being Rehabilitated. COAH provides the number of units in a community that are in need of rehabilitation and are not likely to experience "spontaneous rehabilitation." Hawthorne's rehabilitation share is 28 units. The Borough's rehabilitation share is further explored in the Fair Share Plan section of this document.

### C. PROJECTION OF MUNICIPAL HOUSING STOCK

The COAH regulations require a projection of the community's housing stock, including the probable future construction of low- and moderate-income housing, for the ten years subsequent to the adoption of the Housing Element. This projection shall be based upon an assessment of data which minimally must include the number of residential construction permits issued, approvals of applications for residential development, and probable residential development of lands. Each of these items are identified and outlined below.

1. Housing Units Constructed During the Last Ten Years. The table below provides data concerning residential building permits issued for new construction during the past ten years. During this period, a total of 101 residential building permits were issued for new construction, including 90 for one- and two-family residences and 11 for multi-family development in 2011.

Table 10: Number of Residential Building Permits Issued For New Construction (2005 to 2014)  
Hawthorne, New Jersey

Year Issued	One & Two Family	Multi-Family	Mixed-Use	Total
2005	16	0	0	16
2006	56	0	0	56
2007	6	0	0	6
2008	1	0	0	1
2009	2	0	0	2
2010	3	0	0	3
2011	2	11	0	13
2012	3	0	0	3
2013	1	0	0	1
2014	0	0	0	0
<b>Total</b>	<b>90</b>	<b>11</b>	<b>1</b>	<b>101</b>

Source: New Jersey Construction Reporter.

2. Approved But Not Yet Built Residential Development. The table below identifies applications for development that have been approved for the creation of new residential units, but have not yet been issued building permits. As shown, 239 new residential units have been approved but are not yet built.

Table 11: Approved But Not Yet Built Residential Development  
Hawthorne, New Jersey

Property Owner	Block	Lot(s)	# of Units
JFW Homes, Inc.	82	10, 11.03, 11.04	3
Oliver	84	2.03	2
Patriot Development	89	6	27
	90	1, 2, 2.01, 2.02, 11, 12, 13	
Van Den Berg Realty	167	1	2
233 Central Ave, LLC*	174	14	142
John Hryncewich	287	7, 8, 9	11
Eastern Christian Children's Retreat*	292	10.02	1
Christian Health Care Center*	293	1, 1.01, 1.02, 1.03, 1.04, 1.05	51**
<b>Total</b>	--	--	<b>239</b>

Source: Borough of Hawthorne.

\* Development to include affordable housing or payments in lieu (see Fair Share Plan section of this document).

\*\* Amended site plan application currently pending before Zoning Board, but number of units to remain the same.

3. Probable Residential Development of Lands. Between 2005 and 2014, the Borough issued, on average, approximately 10 building permits annually for residential new construction. Considering this historic rate of residential growth, and the fact that very few sites remain available for development, and also recognizing recent approvals for 231 multi-family dwelling units including assisted living units, it is anticipated that the Borough may see another 300 units built in Hawthorne over the next ten year period. However, as discussed in the Fair Share Plan section of this document, many of these developments will include units for low- and moderate-income households, either on- or off-site.

## D. POPULATION ANALYSIS

The COAH regulations require that a Housing Element provide an analysis of the community's demographic characteristics, including an assessment of population size, rate of population growth, age characteristics, income levels, and household size. Each of these items is described in this section of the report.

1. Population Size. As seen in the table below, the Borough experienced tremendous growth between 1940 and 1960. After reaching its census peak at 19,173 persons in 1970, the population dropped during the 1970s and 1980s before rebounding during the 1990s. The 2013 population estimate of

18,868, provided by the American Community Survey, represents a 3.6 percent increase since 2000.

Table 12: Population Growth (1940 to 2013\*)  
Hawthorne, New Jersey

Year	Population	Population Change	Percent Change
1940	12,610	-	-
1950	14,816	2,206	17.5
1960	17,735	2,919	19.7
1970	19,173	1,438	8.1
1980	18,200	-973	-5.1
1990	17,084	-1,116	-6.1
2000	18,218	1,134	6.6
2013*	18,868	650	3.6

\* 2013 data is the average between January 2009 and December 2013.

Sources: Passaic County 1986 Land Use Element; U.S. Census – 1990 & 2000; 2013 American Community Survey 5-Year Estimates.

2. Age Characteristics. The Borough's age characteristics, which are outlined in the table below, indicate an aging community. As shown, the percentage of the population age 45 to 64 increased 33 percent between 2000 and 2013, whereas the percentage of the population age 25-44 decreased over 18 percent during this period. The greatest change, however, was in the Borough's 85 and over age cohort, which experienced a 69 percent increase between 2000 and 2013. Overall, Hawthorne's median age in 2013 was 41.1 years, up from 38.2 years in 2000.

Table 13: Age Characteristics (2000 and 2013\*)  
Hawthorne, New Jersey

Age	2000		2013*	
	Number	Percent	Number	Percent
Under 5 years	1,155	6.3	1,177	6.2
5 to 19 years	3,117	17.1	3,355	17.8
20 to 24 years	886	4.9	1,123	6.0
25 to 34 years	2,881	15.8	2,217	11.8
35 to 44 years	3,218	17.7	2,759	14.6
45 to 54 years	2,459	13.5	3,291	17.4
55 to 64 years	1,685	9.2	2,221	11.8
65 to 84 years	2,470	13.6	2,138	11.3
85 years and over	347	1.9	587	3.1
<b>Total</b>	<b>18,218</b>	<b>100.0</b>	<b>18,868</b>	<b>100.0</b>
<b>Median Age</b>	<b>38.2</b>		<b>41.1</b>	

\* 2013 data is the average between January 2009 and December 2013.

Sources: U.S. Census – 2000; 2013 American Community Survey 5-Year Estimates.

3. Average Household Size. Between 1970 and 1990, the average household size for the Borough had been on a downward trend, reaching a low of 2.42 people in 1990. However, the average household size has been steadily increasing since 1990, reaching an average of 2.70 people in 2013.

Table 14: Average Household Size (1970 to 2013\*)  
Hawthorne, New Jersey

Year	Total Population	Number of Households	Average Household Size
1970	19,173	6,623	2.89
1980	18,200	6,871	2.65
1990	17,084	6,831	2.42
2000	18,218	7,248	2.51
2013*	18,868	6,999	2.70

\* 2013 data is the average between January 2009 and December 2013.

Sources: Passaic County Data Book – 1989; U.S. Census – 1990 & 2000; 2013 American Community Survey 5-Year Estimates.

4. Household Income. Detailed household income figures are shown in the table below. The number of Hawthorne's households earning annual incomes of \$100,000 or more increased 115 percent between 1999 and 2013, from 1,263 (17.5 percent of all households) in 1999 to 2,712 (38.7 percent of all households) in 2013. The Borough's median household income increased by 43 percent during this period, from \$55,340 in 1999 to \$79,203 in 2013. The Borough's 2013 median household income was 37 percent higher than that of Passaic County as a whole, which was \$57,654.

Table 15: Household Income (1999 and 2013\*)  
Hawthorne, New Jersey

Income Category	1999		2013*	
	Number	Percent	Number	Percent
Less than \$10,000	292	4.0	163	2.3
\$10,000 to \$14,999	288	4.0	150	2.1
\$15,000 to \$24,999	625	8.6	472	6.7
\$25,000 to \$34,999	730	10.1	427	6.1
\$35,000 to \$49,999	1,254	17.3	791	11.3
\$50,000 to \$74,999	1,680	23.2	1,315	18.8
\$75,000 to \$99,999	1,116	15.4	969	13.8
\$100,000 to \$149,999	862	11.9	1,393	19.9
\$150,000 to \$199,999	215	3.0	640	9.1
\$200,000 or more	186	2.6	679	9.7
<b>Total</b>	<b>7,248</b>	<b>100.0</b>	<b>6,999</b>	<b>100.0</b>
<b>Median Household Income</b>	<b>\$55,340</b>		<b>\$79,203</b>	
<b>Passaic County Median</b>	<b>\$49,210</b>		<b>\$57,654</b>	

\* 2013 data is the average between January 2009 and December 2013.

Sources: U.S. Census – 2000; 2013 American Community Survey 5-Year Estimates.

## E. EMPLOYMENT ANALYSIS

The COAH regulations require that the Housing Element include an analysis of the existing and probable future employment characteristics of the community. The following tables present information on historic trends, employment characteristics, occupational patterns, and related data.

1. Employment Status. Table 16 provides information on the employment status of Borough residents age 16 and over. As shown, the unemployment rate for Hawthorne's civilian labor force nearly quadrupled between 2000 and 2013, from 2.9 percent to 10.8 percent. The Borough appears to have been hit harder by the economic recession than Passaic County as a whole, which saw its unemployment rate for the civilian labor force increase from 7.3 percent in 2000 to 10.4 percent in 2013. Interestingly, the percentage of Hawthorne's population not in the labor force decreased during this period, from 32.3 percent in 2000 to 28.4 percent in 2013.

Table 16: Employment Status, Population 16 and Over (2000 and 2013\*)  
Hawthorne, New Jersey

Employment Status	2000		2013*	
	Number	Percent	Number	Percent
In labor force	9,925	67.7	10,853	71.6
Civilian labor force	9,925	67.7	10,853	71.6
Employed	9,636	65.8	9,682	63.9
Unemployed	289	2.0	1,171	7.7
% of civilian labor force	--	2.9	--	10.8
Armed Forces	0	0	0	0
Not in labor force	4,727	32.3	4,304	28.4
<b>Total Population 16 and Over</b>	<b>14,652</b>	<b>100.0</b>	<b>15,157</b>	<b>100.0</b>

\* 2013 data is the average between January 2009 and December 2013.

Sources: U.S. Census – 2000; 2013 American Community Survey 5-Year Estimates.

2. Employment Characteristics of Employed Residents. The following two tables detail information on the employment characteristics of employed Hawthorne residents. Table 17 details occupation characteristics, while Table 18 details industry characteristics.

Table 17: Employed Residents Age 16 and Over, By Occupation (2000 and 2013\*)  
Hawthorne, New Jersey

Occupation	2000		2013*	
	Number	Percent	Number	Percent
Management, business, science and arts	3,462	35.9	4,082	42.2
Service	1,387	14.4	1,250	12.9
Sales and office	3,090	32.1	3,221	33.3
Natural resources, construction and maintenance	839	8.7	325	3.4
Production, transportation and material moving	858	8.9	804	8.3
<b>Total</b>	<b>9,636</b>	<b>100.0</b>	<b>9,682</b>	<b>100.0</b>

\* 2013 data is the average between January 2009 and December 2013.  
Sources: U.S. Census – 2000; 2013 American Community Survey 5-Year Estimates.

Table 18: Employed Residents Age 16 and Over, By Industry (2000 and 2013\*)  
Hawthorne, New Jersey

Industry	2000		2013*	
	Number	Percent	Number	Percent
Agriculture, forestry, fishing, hunting and mining	11	0.1	0	0
Construction	676	7.0	260	2.7
Manufacturing	1,128	11.7	993	10.3
Wholesale trade	494	5.1	497	5.1
Retail trade	1,184	12.3	1,524	15.7
Transportation, warehousing and utilities	468	4.9	227	2.3
Information	365	3.8	169	1.7
Finance, insurance, real estate and rental and leasing	746	7.7	843	8.7
Professional, scientific, management, administrative and waste management services	1,094	11.4	1,489	15.4
Educational, health and social services	1,987	20.6	2,036	21.3
Arts, entertainment, recreation, accommodation and food services	622	6.5	764	7.9
Other services	483	5.0	595	6.1
Public administration	378	3.9	285	2.9
<b>Total</b>	<b>9,636</b>	<b>100.0</b>	<b>9,682</b>	<b>100.0</b>

\* 2013 data is the average between January 2009 and December 2013.  
Sources: U.S. Census – 2000; 2013 American Community Survey 5-Year Estimates.

3. Employment Projections. A projection of the Borough's probable future employment characteristics

are based on an assessment of historic employment trends, the number of non-residential construction permits issued, approvals of applications for non-residential development, and probable non-residential development of lands. Each of these items are identified and outlined below.

- a. Historic Employment Trends. The table below provides data on Hawthorne’s average annual employment covered by unemployment insurance over the past ten years. As shown, the Borough’s employment fluctuated throughout the decade, ranging between a low of 5,516 jobs in 2005 and a high of 6,170 jobs in 2013.

Table 19: Average Covered Employment (2004 to 2013)  
Hawthorne, New Jersey

Year	Number of Jobs	Change in Number of Jobs	Percent Change (%)
2004	5,603	--	
2005	5,516	-87	-1.55
2006	5,741	225	4.08
2007	6,083	342	5.96
2008	5,731	-352	-5.79
2009	5,764	33	0.58
2010	5,839	75	1.30
2011	5,955	116	1.99
2012	5,936	-19	-0.32
2013	6,170	234	3.94

Source: New Jersey Department of Labor and Workforce Development.

- b. Non-Residential Square Footage Constructed During the Last Ten Years. The table below provides data concerning the amount of non-residential square footage authorized by building permits during the past ten years. As shown, building permits were issued for approximately 140,000 square feet of non-residential space during this period, all of which was for office space, with the exception of a 2,730 square-foot education project in 2007. On average, the Borough issued permits for approximately 14,000 square feet of non-residential space per year during the past decade.

Table 20: Square Feet of Non-Residential Space  
Authorized by Building Permits (2005 to 2014)  
Hawthorne, New Jersey

Year Issued	Office	Education	Total
2005	0	0	0
2006	20,297	0	20,297
2007	0	2,730	2,730
2008	4,471	0	4,471
2009	24,939	0	24,939
2010	15,605	0	15,605
2011	22,700	0	22,700
2012	406	0	406
2013	49,000	0	49,000
2014	0	0	0
<b>Total</b>	<b>137,418</b>	<b>2,730</b>	<b>140,148</b>

Source: New Jersey Construction Reporter.

- c. Approved But Not Yet Built Non-Residential Development. The table below identifies applications for non-residential development that have been approved, but have not yet been issued building permits. As shown, approximately 60,000 square feet of non-residential development have been approved but are not yet built.

Table 21: Approved But Not Yet Built Non-Residential Development  
Hawthorne, New Jersey

Development Name	Block	Lot(s)	Use	Square Feet
PRT Realty	48	10, 10.02, 10.03, 10.04, 10.05	Expansion to industrial bldg	15,442
Realty Acquisition Group	242	1, 2	Warehouse/office	25,000
Nissan of Hawthorne	281.03	36, 38	Expansion to auto dealer/service bldg	19,530
<b>Total</b>	--	--	--	<b>59,972</b>

Source: Borough of Hawthorne.

- d. Probable Non-Residential Development of Lands. The Borough experienced modest non-residential growth over the past ten years, with an average of 14,000 square feet of new non-residential space per year. The majority of this has been for office space. Given the weak office market, continued fall-out from the recession, and limited amount of developable vacant land, it is anticipated that the Borough will experience limited non-residential growth over the next ten year period.

- e. Probable Future Employment Characteristics. As detailed in Table 19 above, Hawthorne's employment has fluctuated over the past ten years, between a low of 5,516 jobs in 2005 and a high of 6,170 jobs in 2013, reflective of the recent recession. Assuming the current economic climate continues, and recognizing the limited availability of vacant land for new non-residential development, only minor changes in employment characteristics are anticipated.

## SECTION II: FAIR SHARE OBLIGATION

## A. SUMMARY OF FAIR SHARE OBLIGATION

The state of the Third Round affordable housing obligations for municipalities throughout New Jersey at present remains a fluid one, given the fact that neither the Courts, COAH, or the legislature has come up with a definitive set of housing-need numbers that has been universally accepted. Two sets of numbers have been promulgated and widely discussed. These include numbers prepared by Dr. Robert Burchell on behalf of COAH, and numbers prepared by David Kinsey on behalf of the Fair Share Housing Center. Their statewide numbers vary dramatically, and are as follows:

- Burchell: Approximately 52,000 affordable housing units
- Kinsey: Approximately 201,000 affordable housing units

Similarly, their numbers for Hawthorne are wildly divergent, as noted below:

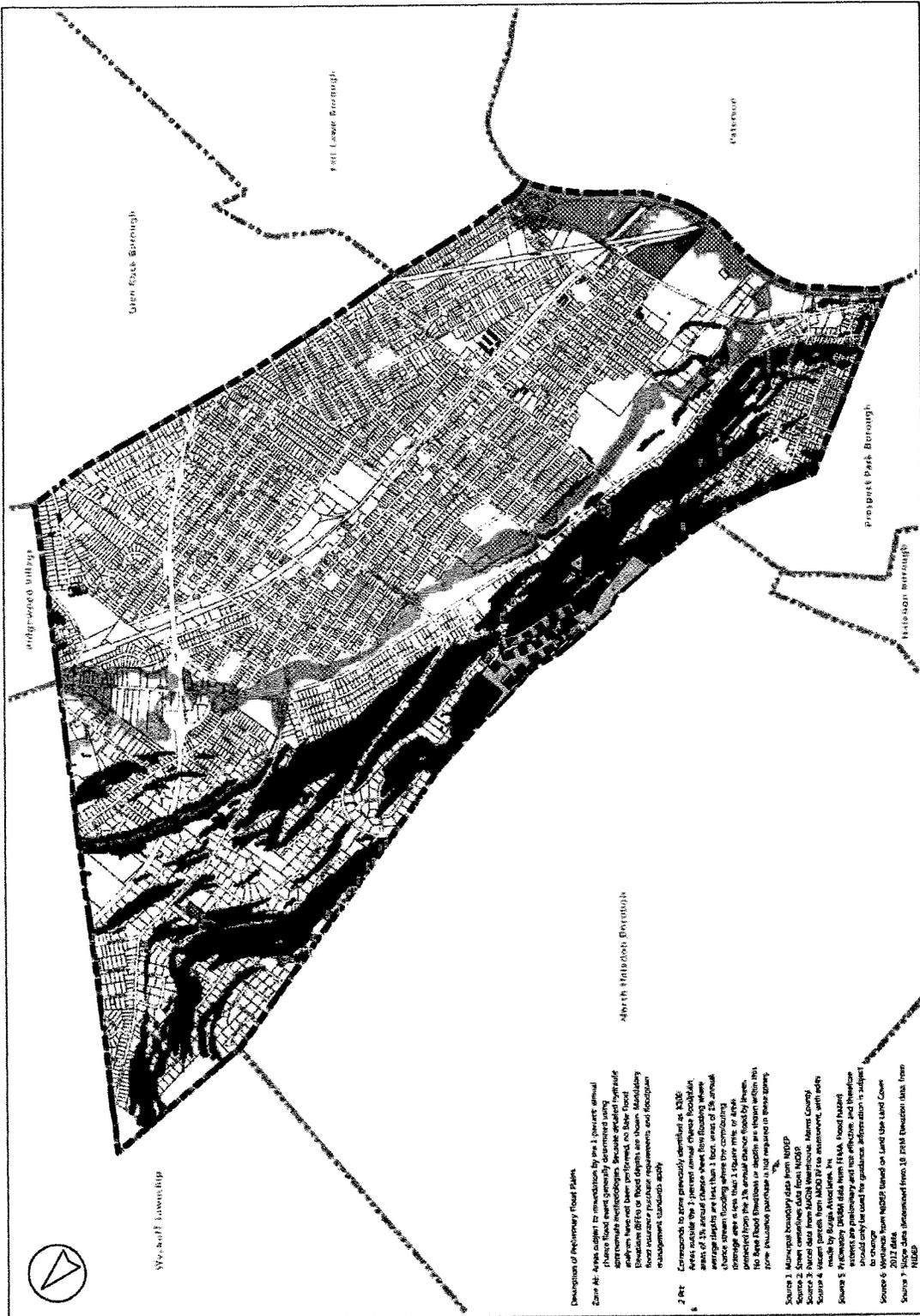
	<u>Burchell</u>	<u>Kinsey</u>
1. Rehabilitation Obligation:	28	28
2. Unanswered Prior Round Obligation:	-16	----
3. Prior Round Obligation:	----	58
4. Prospective Need Obligation*	-1	266

\* Note: The data for the two analyses covers differing time periods.

As noted above, the Burchell numbers reflect the fact that the Borough is a fully developed municipality (a vacant land adjustment analysis reveals there are only eight acres of vacant developable land in the Borough), while Kinsey's numbers do not apparently acknowledge this fact. For this reason, as well as others, this plan at this time relies upon the Burchell numbers. It is recognized that these figures may be adjusted in the future, and may necessitate revision to the plan.

## B. VACANT LAND ADJUSTMENT

The Borough's affordable housing obligation is also informed by a vacant land adjustment and the imposition of a realistic development potential (RDP) analysis, undertaken pursuant to the Second Round rules. The vacant land analysis identified all vacant sites of minimally 0.83 acres in size, imposed wetland, steep slope and flood plain information pursuant to the applicable regulations, and calculated the remaining acreage that is to be utilized to determine the Borough's RDP. The analysis reveals there are 49 acres of vacant land in the community. A total of 24.12 acres are comprised of sites that are minimally 0.83 acres in size. Of that total, only 8.1 acres qualify for RDP analysis, owing to the presence of the aforementioned environmentally sensitive features. Pursuant to the applicable regulations, a minimum presumptive density of six dwelling units per acre were imposed on these 8.1 acres, and then a twenty percent set-aside was imposed on that calculation. This formula resulted in an affordable housing need of 10 units.



**Description of Preliminary Flood Plain**

**Zone A:** Areas subject to inundation by one (1) percent annual chance flood event generally determined using streamflow hydrographs. Because detailed hydrologic studies have not been performed, the flood plain boundaries are preliminary and subject to change. Mandatory flood insurance requirements and floodplain management standards apply.

**Zone B:** Areas subject to one percent, identified as 100-year flood event. Areas outside the 1 percent annual chance floodplain are areas of 1% annual chance where flow flooding where average depths are less than 1 foot, areas of 2% annual chance stream flooding where the contributing area is less than 100 acres, and areas of 1% annual chance flood by stream. No 100-year flood boundaries or depths are shown within this zone. Insurance policies are not required in these areas.

**Sources:**

- Source 1: Municipal boundary data from NJDEP
- Source 2: Stream centerline data from NJDEP
- Source 3: Flood data from NJDEP Watershed, Morris County
- Source 4: Stream parcels from NJDEP if the assessment, with cells
- Source 5: Watershed DEM data from FEMA Flood Hazard
- Source 6: Watershed DEM data from FEMA Flood Hazard
- Source 7: Slope data from NJDEP used on Land Use Land Cover
- Source 8: 2012 AEA
- Source 9: Slope data (interpolated) from 10 DEM elevation data from NJDEP

**Table 22: Vacant Land Assessment  
Hawthorne, New Jersey**

ID	Block	Lot	Location	Owner	Area (ac)	Comments	Developable Area (ac)	Qualifies for RDP?
1	1	1	6 GOFFLE RD	SILVESTRI, DOMENIC ET ALS	0.15	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .110 acres are constrained.	0.11	No
2	1	4	20 GOFFLE RD	TZI CORP. C/O P&A M. MACULA	0.06	Does not qualify for RDP Analysis. Lot size is too small.	0.06	No
3	10	5.01	93 NORTH 8 ST	DONAHUE, BARBARA	0.03	Does not qualify for RDP Analysis. Lot size is too small.	0.03	No
4	104	29	149 CEDAR AVE	BREVET, KURT & TERESA	0.05	Does not qualify for RDP Analysis. Lot size is too small.	0.05	No
5	11	12	24 IRVINGTON AVE	WLODARCZYK, JERRY F	0.12	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Entirety of site is constrained.	0.00	No
6	11	13	12-22 IRVINGTON AVE	WLODARCZYK, JERRY F	0.35	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Nearly entirety of site is constrained.	0.00	No
7	11	14	10 IRVINGTON AVE	O'BRYAN, KEVIN	0.05	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .044 acres are constrained.	0.01	No
8	131	35	41 49FOURTH AVE	MATTAR 98, INC	0.35	Does not qualify for RDP Analysis. Lot size is too small. Also contains a parking lot.	0.35	No
9	134	7	290 GRAND AVE	PASKALIS, J C/O CLAIRE PASKALIS	0.15	Does not qualify for RDP Analysis. Lot size is too small. Also contains a parking lot.	0.15	No
10	147	4	MOUNTAIN AVE REAR	HIGHVIEW AT HAWTHORNE ASSOC,INC.	3.05	Does not qualify for RDP Analysis. Environmental Constraints: Steep Slopes. Approximately 2.795 acres are constrained. Site is also common area for townhouse development.	0.26	No
11	147	5	METRO VISTA DR. REAR	HIGHVIEW AT HAWTHORNE ASSOC,INC.	5.92	Does not qualify for RDP Analysis. Environmental Constraints: Steep Slopes. Approximately 4.714 acres are constrained. Site is also common area for townhouse development.	1.20	No
12	165	10	94 FOURTH AVE	TD BANK	0.08	Does not qualify for RDP Analysis. Lot size is too small.	0.08	No
13	165	5	605 LAFAYETTE AVE	TD BANK	0.09	Does not qualify for RDP Analysis. Lot size is too small.	0.09	No
14	165	8	617 LAFAYETTE AVE	TD BANK	0.10	Does not qualify for RDP Analysis. Lot size is too small. Also contains parking lot.	0.10	No
15	17.01	1.01	1 LORETTO AVE	ONE LORETTO AVE REALTY ASSOC	0.03	Does not qualify for RDP Analysis. Lot size is too small.	0.03	No
16	17	25.01	86 PASSAIC AVE	ONE LORETTO AVE REALTY ASSOC	0.05	Does not qualify for RDP Analysis. Lot size is too small.	0.05	No
17	173	1	47 UTTER AVE	HAWTHORNE PROPERTIES LLC	0.30	Does not qualify for RDP Analysis. Lot size is too small. Also contains a parking lot.	0.30	No
18	178	21	50 ANNETTE AVE	GORGA,A., B., V., & C.	0.05	Does not qualify for RDP Analysis. Lot size is too small.	0.05	No
19	18	2	13 PASSAIC AVE	HAWTHORNE ELITE HOLDINGS, LLC	0.16	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: 100 Year Floodplain. Entirety of site is constrained.	0.00	No
20	18	4	392 WAGARAW RD	344 WAGARAW ROAD, L.L.C.	0.06	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: 100 Year Floodplain. Approximately .057 acres are constrained.	0.06	No

ID	Block	Lot	Location	Owner	Area (ac)	Comments	Developable Area (ac)	Qualifies for RDP?
21	19	11	10 COLUMBUS AVE	WLODARCZYK, JERRY F & THERESE F	0.06	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: 100 Year Floodplain. Approximately .013 acres are constrained.	0.04	No
22	2	1.01	2 NORTH 7TH ST	ESTUPINAN, JULIAN & BRIGSY	0.11	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .048 acres are constrained.	0.06	No
23	202	21	385 REA AVE	BE A BETTER YOU, LLC	0.16	Does not qualify for RDP Analysis. Lot size is too small.	0.16	No
24	202	5	63 NINTH AVE	ESTATE OF ROBERT VAN LENTEN	0.12	Does not qualify for RDP Analysis. Lot size is too small.	0.12	No
25	232	19	14 LEE AVE	MIOLI, JAMES & AUDREY	0.34	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .149 acres are constrained. Also appears to be a backyard.	0.19	No
26	236	1	220 EIGHTH AVE	PUBLIC SERV ELEC & GAS CO	0.06	Does not qualify for RDP Analysis. Lot size is too small.	0.06	No
27	237	1	215 SIXTH AVE.	211 SIXTH AVENUE, L.L.C.	0.16	Does not qualify for RDP Analysis. Lot size is too small. Also contains a parking lot.	0.00	No
28	252	15	1183 GOFFLE RD.	HAWTHORNE AUTOMOBILE SALES CO.	0.04	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: 100 Year Floodplain. Entirety of site is constrained.	0.00	No
29	252	16	1191 GOFFLE RD.	FROHLICH, JULIUS W	0.18	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: 100 Year Floodplain. Entirety of site is constrained. Also contains a billboard.	0.00	No
30	252	17	18 22 ROCK RD	GOFFLE ROCK, LLC	0.32	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes, 100 Year Floodplain. Approximately .239 acres are constrained.	0.08	No
31	253.01	5.01	1003 GOFFLE RD REAR	HARRAN REALTY CO	0.13	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: 100 Year Floodplain. Entirety of site is constrained.	0.00	No
32	253.01	6.01	985 GOFFLE RD	HARRAN REALTY CO	0.17	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: 100 Year Floodplain. Entirety of site is constrained. Also contains a parking lot.	0.00	No
33	253	1	1027 GOFFLE RD	RT.208 & GOFFLE, HAWTHORNE, L.P.	0.91	Does not qualify for RDP Analysis. Environmental Constraints: 100 Year Floodplain. Approximately .487 acres are constrained.	0.42	No
34	276.03	18	REA AVE EXT	CAPOZZA, JEROME P.	0.36	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .229 acres are constrained. Also appears to contain a single family dwelling.	0.13	No
35	276.03	19	REA AVE EXT	CALDARONE ERMELINDO & CAROL	0.14	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .027 acres are constrained.	0.11	No
36	276.03	19.01	REA AVE EXT	HOMESTEAD BUILDERS COMP., LLC	0.25	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .005 acres are constrained.	0.24	No
37	276.03	20.02	6 GAMBA CT.-(PORTION)	MORZETTA, ANDREA & ANTONINA	0.03	Does not qualify for RDP Analysis. Lot size is too small.	0.03	No
38	276.03	5	333 REA AVE EXT	MRAK, JOSEPH & CHARLOTTE	0.04	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .036 acres are constrained.	0.04	No

ID	Block	Lot	Location	Owner	Area (ac)	Comments	Developable Area (ac)	Qualifies for RDP?
39	276.03	5.01	331 REA AVE EXT	JOHNSON, JACQUELINE W	0.19	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Entirety of site is constrained.	0.00	No
40	276.03	7	REA AVE EXT	KRIEGER, LOUIS R.& GLORIA	0.09	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Entirety of site is constrained.	0.00	No
41	276.03	8	REA AVE EXT	HANI, LUTZIM, SUZANA & SHPETIM	0.17	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Entirety of site is constrained.	0.00	No
42	281.02	19.01	851 LAFAYETTE AVE	KORZINSKI, FLORENCE	0.58	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: 100 Year Floodplain. Approximately .125 acres are constrained.	0.46	No
43	281.02	15.01	<Null>	<Null>	0.17	Does not qualify for RDP Analysis. Lot size is too small.	0.17	No
44	281	14.01	70 BRAEN AVE.	ROONEY CAROL & JOSEPH	0.16	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: 100 Year Floodplain, Wetlands/Buffer. Entirety of site is constrained.	0.00	No
45	286	2	153 BRAEN AVE	HASCO, LLC	0.04	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: 100 Year Floodplain. Approximately .002 acres are constrained.	0.03	No
46	286	3.02	145 BRAEN AVE	PRECISION MULTIPLE CONTROLS INC	0.04	Does not qualify for RDP Analysis. Lot size is too small.	0.04	No
47	286	3.05	149 BRAEN AVE	HASCO, LLC	0.01	Does not qualify for RDP Analysis. Lot size is too small.	0.01	No
48	289	14	55 GRANDVIEW AVE	CHAFFTELLI, DONNA & MUNGENAST, P.	0.14	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .040 acres are constrained.	0.10	No
49	290.01	2.02	5 GAMBA CT. (PORTION)	HOOGERHYDE, DUANE & KAREN	0.12	Does not qualify for RDP Analysis. Lot size is too small.	0.12	No
50	290.01	3	REA AVE EXT	SCROFANI, RICHARD & MICHELE	0.79	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .370 acres are constrained.	0.42	No
51	290.01	48	46 BRAIN CT	VAN DEN BERG REALTY, LLC	0.73	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .090 acres are constrained.	0.64	No
52	290.01	5	REA AVE EXT	LEARY, VERONICA ANN	0.41	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .087 acres are constrained.	0.33	No
53	290.01	52	105 SURREY PL	ORTH, DAVID M. & MARY ANN B.	0.02	Does not qualify for RDP Analysis. Lot size is too small.	0.02	No
54	292	12.03	368 GOFFLE HILL RD	DIMINNI, DOMENICK	0.30	Does not qualify for RDP Analysis. Lot size is too small.	0.30	No
55	292	14.01	356 GOFFLE HILL RD	DIMINNI, DOMENICK	2.18	Qualifies for RDP Analysis. Environmental Constraints: Steep Slopes. Approximately .829 acres are constrained.	1.35	Yes
56	292	7.01	113 HIGHVIEW TERR	MARKOVIC, JOHN & COLETTE	0.43	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .346 acres are constrained.	0.09	No
57	293.08	28	426 GOFFLE HILL RD	FERRANTI, ANTHONY	0.32	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .133 acres are constrained.	0.19	No
58	297.01	1	43 SICOMAC RD	MOHTARAM, ALI REZA	0.06	Does not qualify for RDP Analysis. Lot size is too small.	0.06	No

ID	Block	Lot	Location	Owner	Area (ac)	Comments	Developable Area (ac)	Qualifies for RDP?
59	31	5	245 TUXEDO AVE	GHANSHYAN ENTERPRISES INC.	0.18	Does not qualify for RDP Analysis. Lot size is too small. May also contain development.	0.18	No
60	48	10.01	30THOMAS ROW NW	HAWTHORNE ACQUISITION, LLC	2.21	Does not qualify for RDP Analysis. Environmental Constraints: 100 Year Floodplain, Wetlands/Buffers. Approximately 1.716 acres are constrained.	0.49	No
61	48	4	59 WAGARAW RD	LEET HOUSE, LP	0.10	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: 100 Year Floodplain. Approximately .005 acres are constrained.	0.09	No
62	48	4.01	61-71 WAGARAW RD	ANDERSON, GAVIN DOUGLAS, JR.	0.02	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: 100 Year Floodplain. Entirety of site is constrained.	0.00	No
63	48	4.03	41 WAGARAW RD	BUONO SALES INC	0.12	Does not qualify for RDP Analysis. Lot size is too small.	0.12	No
64	48	6.05	45 WAGARAW RD REAR	BUONO SALES,INC	0.37	Does not qualify for RDP Analysis. Lot size is too small. Also contains a parking lot.	0.37	No
65	49	10	130 NORTH 8 ST	MISSONELLIE,JEFFREY, GREGORY,FRANCIS	0.13	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .091 acres are constrained.	0.00	No
66	49	17	98 NORTH 12TH ST	MISSONELLIE, JEFFREY C	0.26	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Entirety of site is constrained.	0.00	No
67	50	2	79 MOHAWK AVE	BARKENBUSH,PETER & PIER, HEATHER	0.06	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .004 acres are constrained	0.05	No
68	6	2	87 WESTERVELT AVE	RAMSARAN,LAKRAN&L ELIA/ACEVEDO,MARIA	0.08	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .016 acres are constrained.	0.06	No
69	6	5	95 WESTERVELT AVE	KNIGHT, WILLIAM	0.10	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .061 acres are constrained.	0.04	No
70	7	10	64 NORTH 8 ST	GALLOZA, HORLANDO	0.05	Does not qualify for RDP Analysis. Lot size is too small.	0.05	No
72	76	2	288 GOFFLE RD	MAZZOLA, STEVEN & CATHERINE	0.12	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .053 acres are constrained.	0.06	No
73	76	8	41 MACFARLAN AVE	LUDDY, LOUISE P. & JOSEPH J.	0.10	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Entirety of site is constrained.	0.00	No
74	80	8.03	80 OUTLOOK AVE.	MISSONELLIE, LINDA	0.62	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Entirety of site is constrained.	0.00	No
75	82	1	KARL AVE.	WOOLDRIDGE, PHYLLIS	0.11	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Entirety of site is constrained.	0.00	No
76	86	12	24 48North 19 St	WARREN BROTHERS C/O TILCON	0.09	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Entirety of site is constrained.	0.00	No
77	87	1	120 E PROSPECT ST	WLODARCZYK, JERRY & J F W HOMES INC	0.79	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Entirety of site is constrained.	0.00	No
78	88.02	21	BROCKHUIZON LANE	WESTWOOD BUILDERS,L.P.	0.68	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Entirety of site is constrained. Site is also common area.	0.00	No

ID	Block	Lot	Location	Owner	Area (ac)	Comments	Developable Area (ac)	Qualifies for RDP?
79	88.02	5	450 GOFFLE RD	WESTWOOD BUILDERS,L.P.	0.19	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .116 acres are constrained.	0.08	No
80	88.02	6.01	452 GOFFLE RD	VAN DER VEEN, WILLIAM & BARBARA	0.59	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .340 acres are constrained.	0.25	No
81	88	36	BROWNSTONE TERR. REAR	HIGHVIEW AT HAWTHORNE ASSOC,INC.	7.08	Does not qualify for RDP Analysis. Environmental Constraints: Steep Slopes. Approximately 6.611 acres are constrained. Site is also common area for townhouse development.	0.47	No
82	9	13	83 GOFFLE RD	LUKOIL NORTH AMERICA LLC	0.21	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .043 acres are constrained.	0.17	No
83	9	14	87 GOFFLE RD	LUKOIL NORTH AMERICA LLC	0.14	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .039 acres are constrained.	0.11	No
84	9	4	31 GOFFLE RD	TZI CORP. C/O P&A M. MACULA	0.10	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .041 acres are constrained.	0.06	No
85	9	6	47 GOFFLE RD	DE MARIA, THEODORE	0.21	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes, 100 Year Floodplain. Approximately .063 acres are constrained. May also have development.	0.14	No
86	9	7	51 GOFFLE RD	67 GOFFLE RD INC C/O WLODARCZYK	0.24	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .124 acres are constrained.	0.11	No
87	90.01	17	METRO VISTA DR.	HIGHVIEW AT HAWTHORNE ASSOC,INC.	2.77	Does not qualify for RDP Analysis. Environmental Constraints: Steep Slopes. Nearly entirety of site is constrained. Site is also common area for townhouse development.	0.00	No
88	90	14	METRO VISTA DR.	HIGHVIEW AT HAWTHORNE ASSOC,INC.	0.05	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Entirety of site is constrained.	0.00	No
89	90	28	<Null>	HIGHVIEW AT HAWTHORNE ASS	0.69	Does not qualify for RDP Analysis. Lot size is too small. Environmental Constraints: Steep Slopes. Approximately .167 acres are constrained.	0.52	No
90	90	29	<Null>	HIGHVIEW AT HAWTHORNE ASSOC,INC.	0.30	Does not qualify for RDP Analysis. Lot size is too small. Also appears to be reserved as a cul-de-sac.	0.00	No
N/A	289.01	3.01	Route 208	HAWTHORNE GOSPEL CHURCH	5.88	Does not qualify for RDP Analysis. Property is a gorge. Environmental Constraints: Steep Slopes. Nearly the entirety of the site is constrained.	0.00	No
91	12	8	204 WAGARAW ROAD	204 WAGARAW ROAD, LLC	9.06	Qualifies for RDP Analysis. Environmental Constraints: 100 Year Floodplain. Approximately 2.31 acres are constrained.	6.75	Yes

### SECTION III: FAIR SHARE PLAN

## A. PLAN SUMMARY

The Housing Element and Fair Share Plan identifies the manner in which the Borough’s 28 unit rehabilitation obligation and 10 unit RDP housing obligation is to be addressed. This is summarized below.

1. Rehabilitation Share. The Borough has a rehabilitation share of 28 units. It plans to participate in the Passaic County Housing Rehabilitation Program to address this obligation and utilize funds obtained from certain development interests. COAH’s regulations require municipalities to set aside sufficient funds to address one-third of their rehabilitation obligation within one year of substantive certification of their plan. In addition, municipalities are required to set aside sufficient funds to address one-sixth of their rehabilitation obligation each subsequent year of the substantive certification period. A minimum of \$10,000 per unit is required.

As such, the Borough must set aside \$100,000 for the first year following substantive certification, and an additional \$5,000 each subsequent year following substantive certification until the rehabilitation share is met. Pursuant to COAH’s rules that allow municipalities to utilize money collected from development fees for this purpose, the Borough shall set aside the required \$280,000 from its housing trust fund account to be made available to income-qualified households to participate in the program.

At present, that account contains approximately \$29,000. To provide for the remaining rehab monies, the Borough intends to collect \$280,000 in developer’s fees from 233 Central Avenue, LLC, which received approval from the Zoning Board of Adjustment in 2015 to redevelop Block 174 Lot 14 with 142 two-bedroom multi-family units. The payment will be in lieu of providing affordable housing units on-site. A confirming letter and draft developer’s agreement are included in the Appendix of this Plan.

2. Remaining Prior Round Obligation. The Borough’s prior round plan addressed the entirety of its Prior Round Obligation through the completion of a 23-unit Regional Contribution Agreement, 20 affordable housing units, and 14 rental bonus credits. As such, Hawthorne has a remaining Prior Round Obligation of zero, as shown below.

Table 23: Past Affordable Housing Completions  
Hawthorne, New Jersey

Plan Component	# of Units	Status
RCA: Lafayette Realty Site	23	Completed
Inclusionary Development: Westervelt Ave. Alternative Living Arrangement	24 (12 units + 12 rental bonuses)	Completed
Inclusionary Development: Van Dyk Age-Restricted Assisted Living	10 (8 units + 2 rental bonuses)	Completed
<b>Total</b>	<b>57</b>	<b>--</b>

3. RDP Housing Obligation. The Borough has a 10 unit RDP housing obligation. The manner in which the Borough addresses this obligation in this Plan is as follows:

**Table 24:  
2015 Third Round Housing Element and Fair Share Plan Components\*  
Hawthorne, New Jersey**

Plan Component	Number of Units	Status
Inclusionary Development: Van Dyk Age-Restricted Assisted Living	3	Completed
Group Homes (bedrooms)	27	
ECCR: Goffle Hill Road	5	Completed
ECCR: Surrey Place	5	Completed
Slade: DeVoe Place	5	Completed
Slade: Park Avenue	7	Completed
ECCR: Rock Ledge Rd	5	Pending
Supportive Housing: NJCDC	12	Completed
Dello Buono off-site units – 41 Washington Avenue	2	In Process
High Rise Tower Development, LLC off-site units – Locations TBD	6	Not complete
Inclusionary Development: Christian Health Care Center	8	Not complete
<b>Total</b>	<b>58</b>	

\* In addition, 233 Central Avenue, LLC, to contribute \$280,000 toward the Borough’s rehabilitation obligation in lieu of constructing affordable housing units on-site.

As noted in the table above, the Housing Element and Fair Share Plan can accommodate the entirety of the community’s housing obligation in a manner that affirmatively addresses need while at the same time maintaining the overall character of the community. Each of the sites is identified below.

This Plan also describes the completed and proposed affordable housing delivery techniques used to satisfy the municipality’s affordable housing obligation through 2024.

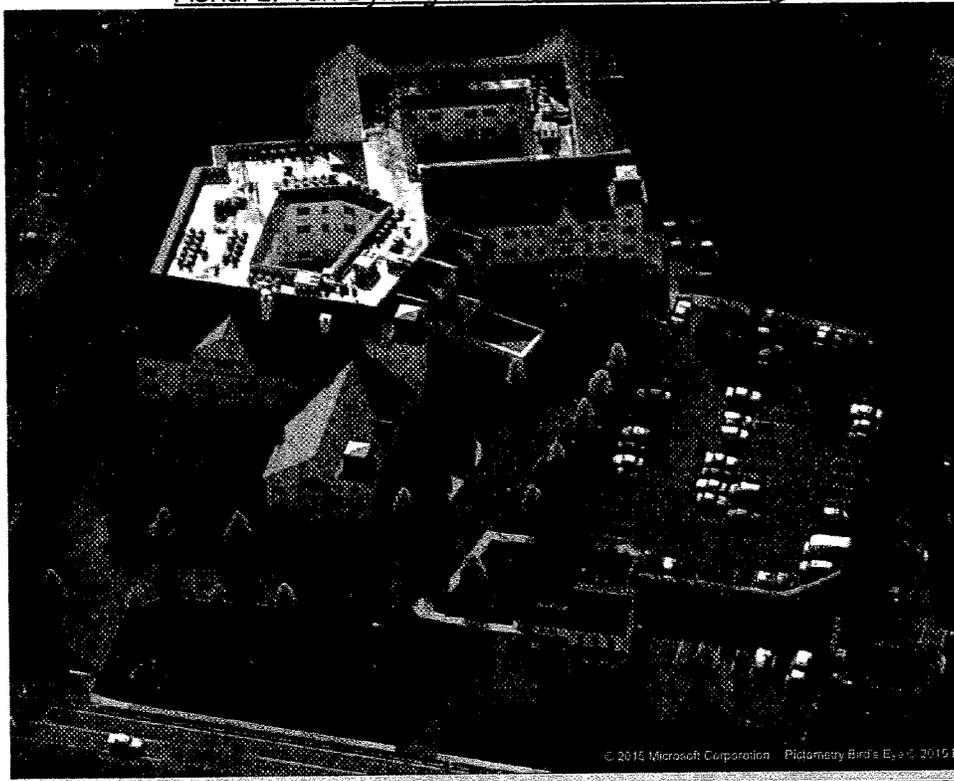
As noted above, the process being followed is fluid, and as the Courts respond to the myriad issues that they need to address, it is recognized that this Plan may require adjustment.

## B. PLAN COMPONENTS

The Borough of Hawthorne proposes to achieve its affordable housing obligations via two inclusionary developments, five group homes, one permanent supportive housing facility, and four two-family dwellings that have been or will be purchased and converted to affordable units. The development sites are identified as follows:

1. Van Dyk Age-Restricted Assisted Living. The Van Dyk Assisted Living Residence is a 4.67 acre site located on Goffle Road. It is identified as Block 146 Lot 3. This development was constructed in 2001 and consists of a total of 116 assisted living units, including 95 studios and 21 one-bedroom units. The Borough sought, and was granted, 8 new construction credits and 2 rental bonus credits as part of its certified Second Round Plan. The Borough will take credit for an additional 3 units, in addition to those having received Prior Round credit, of age-restricted assisted living units at the Van Dyk Assisted Living facility. This development is depicted in the accompanying photo.

Aerial 1: Van Dyk Age-Restricted Assisted Living



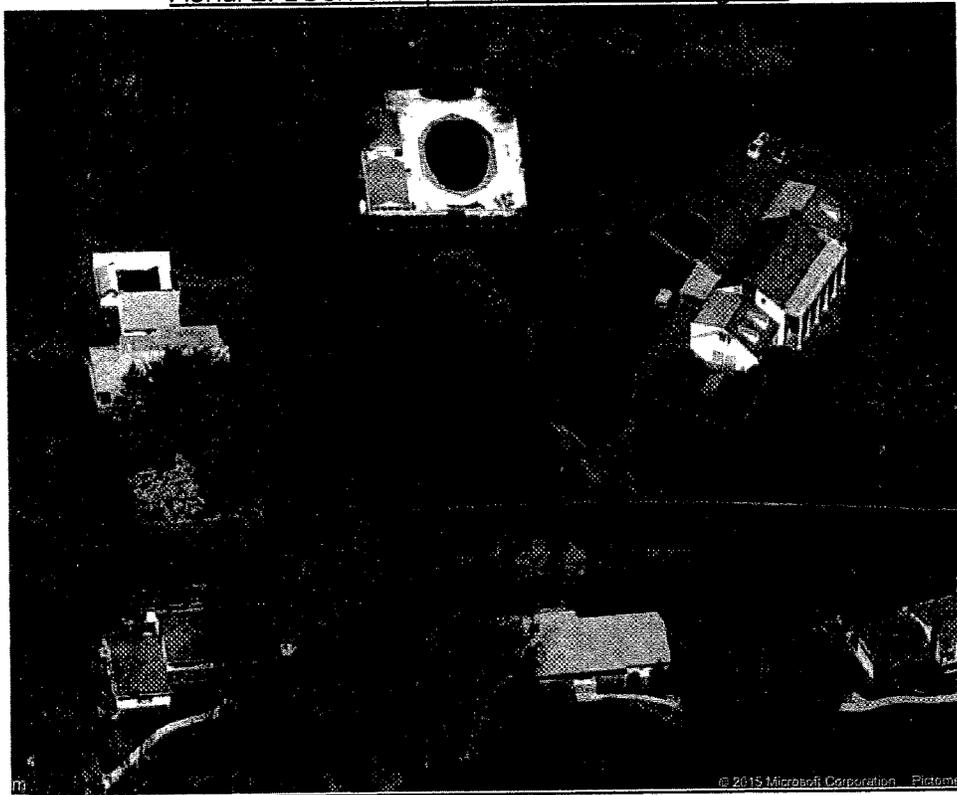
2. Group Homes. There are four group homes in the Borough eligible for COAH credits. These group homes have a total of 22 bedrooms, each eligible for one COAH credit, as shown below:

- a. Eastern Christian Children’s Retreat (ECCR), 644 Goffle Hill Road: group home for adults with developmental disabilities, initially licensed 1999, 5 bedrooms.
- b. Eastern Christian Children’s Retreat (ECCR), 98 Surrey Place: group home for adults with developmental disabilities, initially licensed 1994, 5 bedrooms.
- c. Slade Rehabilitation Specialists, 13 DeVoe Place: group home for adults with traumatic brain injuries, initially licensed 1994, 5 bedrooms.
- d. Slade Rehabilitation Specialists, 33 Park Avenue: group home for adults with traumatic brain injuries, initially licensed 1993, 7 bedrooms.

A copy of the group home survey for each of the aforementioned facilities is included in the Appendix of this Plan.

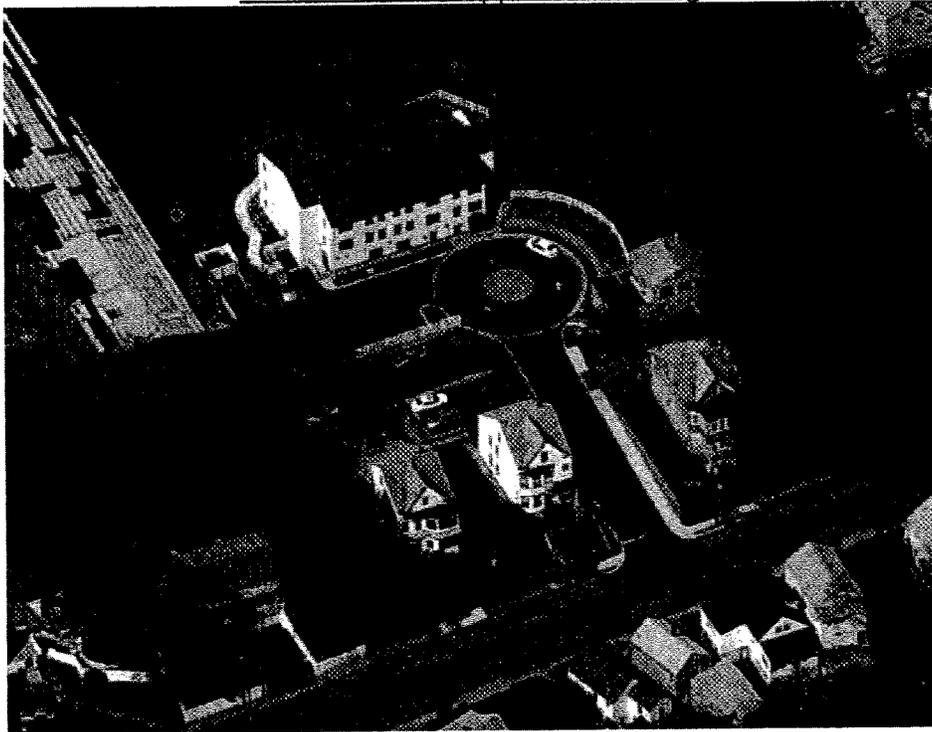
In addition to the facilities identified above, approval is currently pending for a fifth group home in the Borough. This group home is to be developed by Eastern Christian Children’s Retreat (ECCR) and will contain 5 bedrooms for developmentally disabled adults. The 0.43 acre site is located at 1 Rock Ledge Road, and is identified as Block 292 Lot 10.02. This lot was created as part of a minor subdivision application, which received approval from the Borough Planning Board in 2014. As depicted in the photo below, the lot is presently undeveloped and surrounded by single family development. There are no environmental constraints present on-site.

Aerial 2: ECCR Group Home Site, Rock Ledge Rd



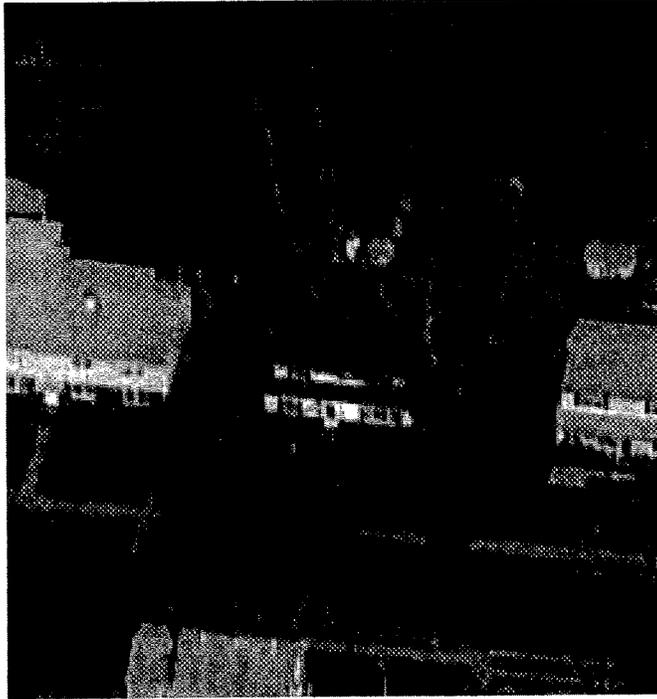
3. Supportive Housing – NJCDC. There is one permanent supportive housing facility in the Borough eligible for COAH credits. This facility, known as Hawthorne Heights Apartments and consisting of 12 one-bedroom apartments for adults with developmental disabilities, was developed by the New Jersey Community Development Corporation (NJCDC) on land donated by the Borough. The property in question is located at 38 North 10<sup>th</sup> Street and was initially licensed in 2008. It is depicted in the photo below. The supportive housing survey and deed for this facility is included in the Appendix of this Plan.

Aerial 3: NJCDC Supportive Housing



4. Dello Buono – 41 Washington Avenue. In 2010, an 11-unit multi-family development was approved and constructed at 116 Washington Avenue. To address the development’s twenty percent set-aside requirement, the developer purchased a two-family dwelling at 41 Washington Avenue in order to convert the units for occupation by low- and moderate-income households. These units are still awaiting affordability controls. The 0.41 acre site is identified as Block 28 Lot 5, and is depicted in the photo below.

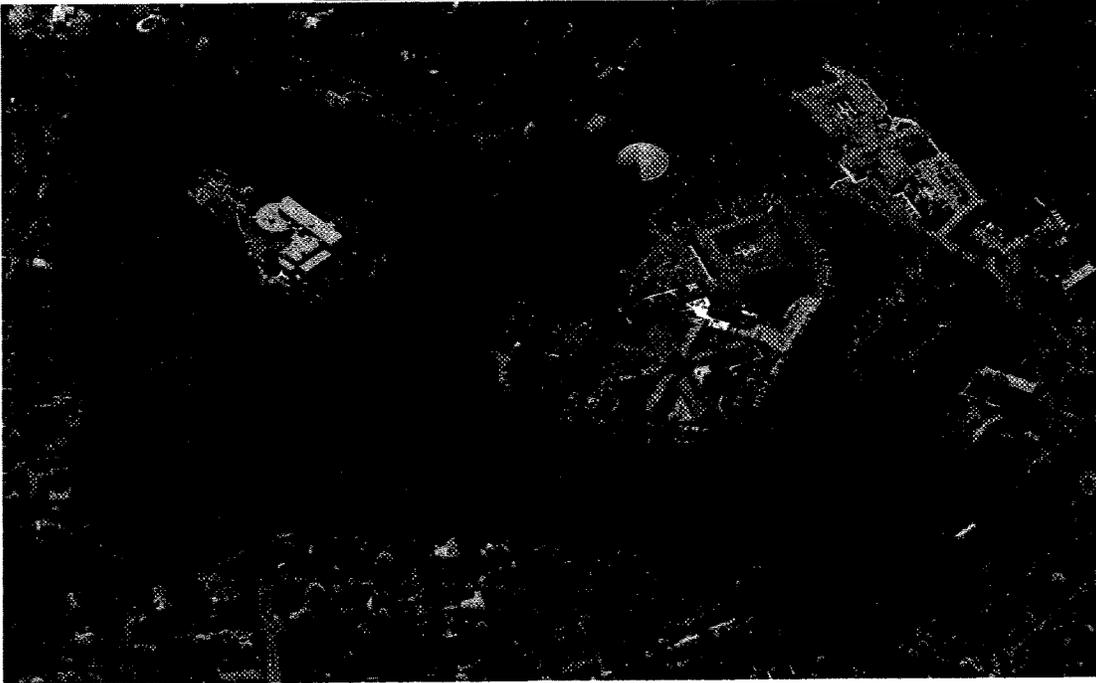
#### Aerial 4: 41 Washington Avenue



5. High Rise Tower Development, LLC. In 2008, Millview Lofts, LLC, received approval to build a multi-family development at 55 Westervelt Avenue, which was to include 3 units of affordable housing on-site as well as 3 units of affordable housing off-site. In 2014, High Rise Tower Development, LLC (the successor to Millview Lofts, LLC) sought and was granted approval to provide all 6 affordable housing units off-site. Three 2-family market rate units will be purchased and then converted to affordable units, for a total of 6 units. These locations are still to be determined.
  
6. Christian Health Care Center. In 2014, Christian Health Care Center (CHCC) received approval from the Zoning Board of Adjustment to extend their 62 acre Wyckoff continuing care retirement community facility into Hawthorne. Specifically, CHCC will develop a new 199 unit building in the northern portion of the campus, which will straddle the municipal boundary lines of Wyckoff and Hawthorne. A total of 51 of the 199 units will be built in Hawthorne, including 27 one-bedroom units and 24 two-bedroom units. These 51 units in Hawthorne are on a 15 acre portion of their 16.9-acre Hawthorne site (the remaining acreage is devoted to existing single family dwellings). The site is identified as Block 293 Lots 1, 1.01, 1.02, 1.03, 1.04 and 1.05.

The applicant received variances for disturbance to steep slopes. Specifically, CHCC was permitted to disturb 25.1 percent of slopes between 20 and 25 percent, as well as to disturb 38.1 percent of slopes 25 percent and greater. Hawthorne's portion of the site is also characterized by extensive woodland vegetation, as shown towards the bottom of the photo below.

### Aerial 5: Christian Health Care Center



The Resolution of Approval dated July 21, 2014 requires that the applicant "exercise its best efforts to obtain a written commitment from the Township of Wyckoff to provide all affordable housing units required by the project to be built in the Township of Wyckoff and support the Borough of Hawthorne in any application to the Council on Affordable Housing (COAH) to receive COAH credit..." If there is no such commitment, the applicant was required to, prior to obtaining Certificates of Occupancy, provide units and COAH development fees. As such, it is anticipated that Hawthorne will receive credit for 8 affordable units, representing a 15 percent set-aside associated with the 51 units to be developed in the Borough.

It is noted that CHCC has submitted an amended site plan application, which is currently pending before the Zoning Board of Adjustment. Although this application proposes to change the bedroom distribution of units to be located within Hawthorne (to 21 one-bedroom units and 30 two-bedroom units), the total number of units to be located in Hawthorne is proposed to remain the same.

## APPENDICES

- A-1 Confirming Letter & Draft Developer's Agreement for 233 Central Avenue, LLC
- A-2 Group Home Surveys – ECCR and Slade
- A-3 Supportive Housing Survey and Deed – NJCDC

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*Reply to:*

New Jersey

June 16, 2015

**VIA EMAIL ONLY - [mpasquale@mpasqualelaw.com](mailto:mpasquale@mpasqualelaw.com)**

Michael J. Pasquale, Esq.  
146 Rea Avenue  
Hawthorne, New Jersey 07506

Re: Developer's Agreement  
233 Central LLC  
Hawthorne, New Jersey

Dear Mr. Pasquale:

This will confirm our telephone conversation of this afternoon regarding the above Developer's Agreement.

The rehabilitation of 28 offsite units will be attributed to this development. The Developer will contribute to the Borough's affordable housing trust fund the sum of \$280,000.00 representing \$10,000.00 for each such unit.

The sewer connection fee (Sect. 5) will be \$2,500.00 per unit in the proposed development

There will be no change in the water service connection fee (Sect. 6) which will remain at \$3,000.00 per unit.

VIA EMAIL ONLY - [mpasquale@mpasqualelaw.com](mailto:mpasquale@mpasqualelaw.com)

Michael J. Pasquale, Esq.

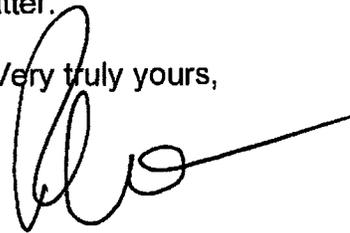
June 16, 2015

Page 2

I will forward a revised Developer's Agreement reflecting our agreed upon changes.

Thank you for your cooperation in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Paul Kaufman', with a long horizontal line extending to the right.

PAUL KAUFMAN

PK/jr

cc: 233 Central LLC  
(All via email only)

**233 CENTRAL, LLC**  
**DEVELOPER'S AGREEMENT**

**AGREEMENT** made this \_\_\_\_\_ day of June , 2015, by and among 233 Central, LLC, with place of business at c/o RVN Enterprises LLC, 242 Oradell Ave, 2<sup>nd</sup> Floor, Paramus, New Jersey 07652, (hereinafter called the "Developer") and the BOROUGH OF HAWTHORNE, a Municipal Corporation of the County of Passaic and the State of New Jersey (hereinafter called the "Borough");

**W I T N E S S E T H :**

WHEREAS, the Developer is the contract purchaser of land as shown on the Tax Map of the Borough of Hawthorne, as Block 174, Lot 14, located at 233 Central Avenue; and

WHEREAS, the Developer has obtained preliminary and final site plan approval together with a use variance, bulk variances and waivers from the Zoning Board of Adjustment Board of the Borough of Hawthorne for the development of 142 units of multi-family housing in property located in the I-1 Industrial Zone, a use not permitted in the Zone; and

WHEREAS, the Zoning Board of Adjustment conducted hearings on August 18, 2014, September 15, 2014, October 20, 2014, November 24, 2014, December 15, 2014, and February 23, 2015, receiving into evidence plans for development including specifically a site plan and revised site plan prepared by MCB Engineers, the earliest date being February 6, 2014, and the latest revision date being December 30, 2014 and an architectural plan prepared by Perkins Eastman, dated January 30, 2014, as well as other plans and reports; and

WHEREAS, the applicant was granted preliminary and final site plan approval by together with a use variance, bulk variances and waivers by the Zoning Board of Adjustment of the Borough of Hawthorne in accordance with a resolution of approval duly adopted by the Board on January 19, 2015 and subsequent resolution adopted on March 16, 2015, the terms and

conditions of the same being incorporated herein by reference and annexed hereto as Schedules A and B; and

WHEREAS, the Developer and the Borough are desirous of entering into a Developer's Agreement with the Borough as to the development of the premises in keeping with the requirements of the Resolution and generally with applicable Borough ordinances, and to require the Developer to install or have furnished performance guarantees pertaining to the installation of the improvements (the terms "improvements" and "public improvements" as used herein shall mean the improvements for which a performance bond is required pursuant to N.J.S.A. 40:55d-53(1)); and no permanent Certificate of Occupancy shall be issued by the Borough Construction Code Official for any use of the premises until the completion of the improvements pertaining thereto as depicted on the Site Plan and other such drawings and such improvements have been certified by the Borough Engineer; and all such costs pertaining to the project while under construction shall be subject to performance guarantees to cover the cost of such improvements or the incomplete portions thereof and deposits for Borough professional costs are filed by the Developer; and

WHEREAS, it is mutually desired by the parties hereto that the buildings, parking facilities, driveways and ancillary facilities as shown on the site plan as aforesaid shall be improved and developed in such a manner as will reasonably ensure protection to the surrounding and neighboring properties, as well as the public roads in and about said area to the end that said development shall result in a desirable development within the Borough of Hawthorne;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements contained herein, it is hereby agreed as follows:

1. Ownership of Lands; Compliance with N.J.S.A. 40:55D-48.1

Upon execution and delivery of this Agreement, the developer shall file with the Zoning Board of Adjustment of the Borough of Hawthorne a certificate issued by an attorney at law of New Jersey or title insurance company, certifying to the Borough and the Planning Board that title to the lands shown on the aforesaid maps is vested in the Developer. As Developer is, in this instance, a contract purchaser, then Developer shall undertake such filing on closing of title. This agreement is contingent upon such closing of title and shall not be effective absent the same. Upon execution hereof, a list of persons holding 10% or more of interest of the Developer will also be filed in accordance with N.J.S.A. 40:55D-48.1, or in the event Developer is a partnership or limited liability company, a certified list of all partners or members shall be furnished to the Borough.

## 2. Improvements and Work to be Done

The developer shall make, install and perform, at its own sole cost and expense, all of the public improvements and work set forth, required, and agreed to in the Resolutions of the Hawthorne Zoning Board of Adjustment appended hereto as Schedules A and B hereof and as shown on the site plan regarding Block 174, Lot 14, prepared by MCB Engineers, as aforesaid. All work is to be undertaken in a good and workmanlike manner and strictly in accordance with all requirements and specifications of the Borough of Hawthorne, its ordinances and building codes, and the rules, regulations and requirements of the County of Passaic and State of New Jersey all to the reasonable satisfaction and approval of the Municipal Engineer. In accordance with the resolution of approval, the developer shall specifically comply with all terms and conditions of the letters of the Borough Engineer as stipulated and agreed at the hearings.

In the event that after execution of this Agreement or during the course of the installation of any improvements, a condition develops on the property adversely affecting the public health or safety or constituting a threat thereof, or a condition develops thereon which is

inimical to the general welfare, Developer agrees to immediately take all reasonably necessary steps that may be required to abate said threat or condition.

The developer shall also undertake and complete all work required by any governmental and municipal agency or board having jurisdiction over the project, including the State of New Jersey (and specifically, but not limited to, the Department of Environmental Protection), the County of Passaic and any of its agencies, including but not limited to the Passaic County Planning Board, the Hudson Essex Passaic Soil Conservation District and all Borough agencies and departments, as set forth in the Resolution and this Agreement.

### 3. Time for Completion

The improvements and work referred to in paragraph 2 hereof shall be completed within 36 months of the issuance of the initial building permit for the project.

### 4. Compliance with Law

All of the public improvements referred to in paragraph 2 hereof shall be performed in accordance with any applicable Borough specifications, State and County laws and specifications and as set forth in Ordinances, Rules and Regulations which the Borough has adopted or approved. Any public improvements shall be installed subject to the inspection and approval of the Borough Engineer, or someone designated in writing by the Borough Engineer for that purpose, and a signed copy of said designation by the Borough Engineer shall be furnished to the Developer prior to said inspection and approval by such designee of the Borough Engineer. All such inspections shall be promptly made and any dispute shall be submitted to the Borough Engineer for final determination within five (5) days of submission.

### 5. Drainage & Sanitary Sewer Facilities

The developer shall install all storm water, drainage and sanitary sewer facilities in accordance with the hereinabove referred to plan for the project and subject to approval by the

Municipal Engineer. This shall in no manner, however, impair or limit the lawful jurisdiction of the County of Passaic or State of New Jersey to require additional facilities or modification to that proposed. The developer further agrees that it will its proportionate share of the cost to remediate sanitary sewers to which it is tributary if the volume of sewage output from the development causes overflowing or surcharging of the sewers, resulting in the improper operation of the sewers. The decision as to whether or not remediation is required shall be at the sole discretion and determination of the Borough Engineer. Notwithstanding the same, the developer shall be given the right and opportunity to demonstrate to the Borough Engineer through an independent engineer's assessment that any overflowing or surcharging was not caused by the operation of developer or its successors at the site.

The Developer shall pay to the Borough of Hawthorne, prior to the issuance of any construction permit, a sewer connection fee in the amount of \$2,500 per unit of housing (\$355,000.00) in accordance with Chapter 399-7 and Chapter 220-15 of the Code of the Borough of Hawthorne.

6. Certificate of Occupancy; Extent of Street Improvements; Utility Connections

Before any permanent Certificate of Occupancy shall be issued for the property that is subject to this agreement, the improvements for which the Certificate of Occupancy is sought must be completed in accordance with the applicable building codes, terms and provisions of this Agreement, the Site Plan and in compliance with municipal ordinances and regulations. The interconnection with any street shall be completed so as to provide adequate ingress and egress in accordance with the approved site plan.

The Developer shall install all underground structures, such as water mains, sanitary sewers, water curb line taps, electrical connections and install such water main hydrants

as indicated on the site plan. All such improvements shall be installed in conformity with the requirements of the Borough and subject to review and approval of the municipal engineer.

The Developer shall pay to the Borough of Hawthorne, prior to the issuance of any construction permit, a water service connection fee in the amount of \$3,000 per unit of housing (\$426,000.00) in accordance with Chapter 530-25 and Chapter 220-21(H) of the Code of the Borough of Hawthorne.

In accordance with the resolution of approval, it is also agreed and understood that prior to the issuance of any temporary or permanent certificate of occupancy, all structures and units to be constructed as part of the development shall include fire sprinklers installed pursuant to applicable building code as set forth by the Hawthorne Fire Code Official and in his letters or reports.

In accordance with the resolution of approval, the “leasing office” will only be used for leasing and administrative purposes, and a tenant fitness area, and shall not be used for any other purpose.

#### 7. Maintenance of Thoroughfares

During construction the rights of way, including all roads and streets, surrounding the project shall be kept clear of debris, construction materials, mud and any other unsuitable materials.

#### 8. Easements

Developer shall provide for easements subject to the approval of the Borough Engineer, wherever necessary for drainage, public utilities, sanitary sewerage or for any other purpose as per the approval of the Board.

#### 9. Building Permits Required

The Developer agrees that no building shall be commenced until a building permit has been issued by the Borough. Developer shall comply with any orders issued by the Construction Official or any other duly constituted official as may be deemed necessary to protect public health, safety & welfare.

10. Breach of Agreement; Defaults

The municipality may declare the Developer in default under this Agreement in any one of the following eventualities:

- i. Developer becomes insolvent;
- ii. Developer makes an assignment for the benefit of creditors;
- iii. Voluntary petition in bankruptcy is filed by Developer;
- iv. An involuntary petition in bankruptcy is filed against Developer and Developer is adjudicated bankrupt.
- v. Developer abandons the construction of the public improvements;
- vi. A Receiver or Receivers are appointed to take charge of property of Developer.
- vii. Developer fails to complete all the above-described improvements within three (3) years from the date of this Agreement, unless, within said three (3) year period, the Municipality for good cause shown extends the period for completion of the above described improvement.
- viii. A violation of any of the terms of this Agreement by Developer.

In the event a default is declared by the Municipality, the Municipality may direct the Construction Code Official to place a stop notice on the construction site and withdraw the building permits and/or withhold further issuance of permits or certificates. Further, the Municipality may undertake the remaining public improvements under the terms of the performance guarantees.

In no case shall a Certificate of Occupancy be issued if a material breach or default in this Agreement has occurred and has not been cured within a reasonable period.

Without limitation upon any other remedy provided herein or by law, the Construction Code Official may order that no, or no further, building permits or certificates of occupancy shall be issued until any breach or default in this Agreement is cured after the Developer has been afforded a reasonable opportunity to cure same.

Upon a default by the Developer under the terms and/or conditions of this Agreement, the Borough shall provide the Developer with forty-five (45) days written notice within which period of time the Developer shall be required to comply with all the terms of this agreement and appropriate ordinances and rules and regulations of the Borough and its agencies. At the expiration of the forty-five (45) day period where the Developer has failed to perform in accordance with this Agreement and or failed to cure the default, and in accordance with all applicable Borough ordinances and rules and regulations of the Borough and its agencies, the Borough, upon five (5) days written notice to the Developer, may bring an action on the Performance Guaranty, bring an action for specific performance, or seek to effect completion on the basis of any other remedy available to the Borough.

#### 11. Submission of Detailed Plans

In the event that the Borough Engineer, in his opinion, reasonably requires any further details for the plans submitted and approved, including shop drawings, Developer shall furnish said details on reasonable written notice within a reasonable time. Borough Engineer shall also promptly make such review so as not to delay the construction. The parties agree to cooperate with each other to facilitate the commencement of the development.

#### 12. Inspection of Improvements

The Borough contemplates the inspection of any public facilities to be accepted by it. The Borough Engineer shall inspect the installation of storm drains, sanitary sewers, road improvements and all other public facilities. The Developer shall notify the Engineer at least

twenty-four (24) hours prior to the commencement of construction of any such facilities. In the event of a temporary suspension of construction, the Engineer shall be notified of the renewed starting date of construction. Backfilling, after the laying of any drainage pipes, manholes or other facilities in connection therewith, shall require the previous inspection and approval by the Borough Engineer or his duly authorized representative. Said inspections shall be promptly made, so as not to delay construction, and re-inspections shall be made within twenty-four (24) hours.

13. Agreement Not Construed as Waiver

Nothing herein contained shall be construed as preventing the Borough or Developer from exercising in any court of law or elsewhere any rights or duties which it may have by statute, ordinance or other law. Nothing herein contained shall be deemed a waiver by any party of any ordinance or state statute or other law, or be construed as an abridgment, pre-emption or waiver of the powers of any Borough board, agency or public body. This clause shall not operate to confer upon any such public body any powers, rights or duties it does not now possess, nor abridge the right of the Developer vis-à-vis any such public body.

14. Municipal Officials, etc. Not Liable on Contract

The covenants, undertakings, agreements and other obligations mentioned in this Agreement shall not be construed as representations by the Borough Council, the Planning Board, or by any Borough officer, board or employee to have or to assume any individual contractual or other personal liability to or with any persons, firms or corporations purchasing any land, buildings or improvements from the Developer or otherwise using or having any interest in the same, nor shall this Agreement be construed to place any liability of the Borough or Planning Board to third persons.

Notwithstanding the above, this Agreement is made and is intended to be relied upon by the Developer and Borough and is a binding and enforceable contract between the parties. The duties and obligations of the Developer and Borough are intended to be subject to specific performance, and the parties agree that specifically and without limitation, damages are not an adequate remedy at law, and each of the parties may demand specific performance of the other.

#### 15. Borough Not Liable for Improvement Costs

Nothing herein contained shall be construed to render the Borough or any of its officers, boards or employees liable for any charges, costs or debts for material, labor or other expenses incurred in the making of the public improvements as set forth on the approved site plan and the Resolution.

#### 16. Litigation

In the event litigation arises from the construction of the Project as approved by the Planning Board undertaken pursuant to this Agreement on this site and the Municipality is made a party defendant to any lawsuit instituted and it becomes necessary for the Municipality to defend such suit, Developer agrees to indemnify and hold the Municipality harmless from and against any claims, judgments or liability thereunder. Developer or its successors in interest shall defend any such litigation on behalf of the Municipality, at Developer's expense. In addition, Developer hereby waives all claims against the Municipality for damages or injuries to persons or property arising out of or asserted to have arisen from the construction of the project as approved by the Planning Board. Nothing contained herein shall serve to exculpate the Borough from any claim, loss, damage, injury or liability arising out of the actions of the Borough and/or its officers and agents.

#### 17. Indemnification of Municipality

Developer shall be and remain liable for any and all damage or money loss (including, but not limited to, reasonable attorney's fees) occasioned to the Borough or the Board or their officers or agents by any neglect, wrongdoing, omission or commission of or by the Developer or by any person, firm or corporation acting for the Developer hereunder arising from the making of the improvements, the performance of the terms hereof or from or out of this Agreement. The

Developer shall also save, indemnify and hold harmless the Borough, its officers, agents, boards and employees from any and all actions at law or in equity, charges, debts, liens, encumbrances, costs and counsel fees which may arise from any such damage or loss, from the making of the improvements, the performance of the terms hereof or from or out of this Agreement, except where the Borough or its agents have been judicially determined to have acted contrary to law or failed to perform acts required by law or by this Agreement or have been guilty of negligence.

#### 18. Dust and Nuisances Provisions

Developer agrees not to commit a public or private nuisance by reason of dirt, dust, debris, air pollution, gas, smoke, noise or other annoyance resulting from construction, trucking or other operations.

#### 19. Contract Provisions Construed as Conditions

Each of the provisions hereof shall have the same force and effect as if set forth at length as conditions of the site plan approval.

#### 20. County and State Requirements

Developer represents that it has heretofore complied and that it will comply with all, if any, regulations of the County Planning Board, the County Engineer, Passaic County Road Department and Passaic County Department of Public Works, New Jersey Department of Environmental Protection, Passaic County Utility Authority, and hereby further represents that

before commencing work it will secure all County, State and Federal approvals required for such, if required.

21. Duty re: Unsafe Conditions

The Developer shall correct and make safe any dangerous or unsafe condition created, caused or suffered to exist by the Developer (or by those acting for it) affecting public safety or general welfare, if such condition develops. In the event that such condition exists, notice shall be given by certified mail to the Developer, whereupon Developer shall correct such conditions within such period of time as the Borough, in its notice, shall reasonably specify. In the event Developer fails to make such correction, the Borough Council, upon written notice to the Developer, may order the corrective work to be done, and the Developer and its surety shall reimburse and indemnify the Borough for all costs and expenses incurred thereby.

22. Maintenance and Landscaping of Buffer Area

At all times, the Developer, its successors and assigns, shall maintain any buffer areas shown on the site plan. The landscaping shall be done in accordance with the Landscape Plan approved by the Zoning Board of Adjustment. The Developer specifically agrees that all plantings and other such materials contemplated by the plan shall be subject to replacement at all times during the development and until any and all maintenance bonds required by this agreement shall be released by the Borough of Hawthorne. In accordance with the resolution of approval, a railing in form approved by the Borough Engineer shall be installed atop all retaining walls. A six foot privacy fence shall be installed with planted buffers, again as approved by the Borough Engineer. All landscaping throughout the project shall be irrigated.

23. Certificate of Occupancy Prior to Use

Nothing contained herein shall prohibit the issuance of a temporary certificate of occupancy in accordance with the usual practice of the Borough in such case and circumstance,

subject to the approval of the Construction Code Official. The Borough, its agents, servants and employees, shall cooperate with the Developer in making all necessary applications to the New Jersey Department of Environmental Protection, County of Passaic and other agencies having jurisdiction for sewer extension facilities, if necessary, so as not to delay the development. All such applications and work performed shall be at the cost and expense of the Developer.

24. Developer Responsible to Third Parties

Nothing contained in this Agreement shall be construed to give any person or legal entity, not a party to this Agreement, any claim against the Borough or any of its agents or agencies with respect to the matter of the installation of improvements, or for any damages arising therefrom.

25. Maintenance of Drainage Facilities

Developer shall maintain and keep in repair all that portion of any drainage facilities which lies within the property line of the subject property.

26. Municipal Consent of Assignment or Sale

It is agreed that any assignment hereof or sale of the premises in whole or in part shall not operate to relieve the Developer from its obligations hereunder, without the express written consent of the Borough of Hawthorne, which consent shall not be unreasonably withheld, delayed or conditioned. It is anticipated by this agreement that the obligations created hereunder may be assigned to a third-party and any assignment shall be conditioned upon the acceptance by such third-party of the terms and conditions hereof.

27. Performance Guarantees

Prior to the issuance of any construction permits for the project, the Developer shall file with the Borough Clerk letters of credit or performance guarantees in form satisfactory to the Borough and approved by the Borough Attorney.

The amount of the performance guaranty to be paid in bond and cash, for faithful completion of all site improvements shall be as set forth on Schedule C annexed hereto. The Borough may increase the amount of the bond after two (2) years if costs increase such that the remaining work cannot be completed for the amount stipulated provided however, credit shall be given for all work completed.

The Borough shall have the right to utilize any and all of the said funds where the amount of the deposit for each item is insufficient to accomplish any of the said purposes.

If a portion of said improvements shall have been installed by the Developer, approved and certified by the Borough Engineer, the Developer may apply for a reduction in the amount of such applicable letter of credit or guarantees, and any action upon such application shall be taken in accordance with the certification of the Borough Engineer, and is pursuant to applicable provisions of the Municipal Land Use Law (N.J.S.A. 40:55-1 et seq.).

#### 28. Borough's Professional Costs

A. The developer shall deposit with the Borough for professional inspection fees the sum specified on Schedule C.

The Borough shall be and is hereby authorized by the Developer to disburse the said deposits in payment of such services as are rendered upon proper vouchers therefore, duly sworn to by the person or persons rendering the services and the unused portion of any such deposits shall be returned to the Developer by the Borough upon completion of the improvement undertaken and certification of such completion to the Borough by the Borough Engineer. In the event that said escrow funds are insufficient to cover the cost of engineering inspection fees, the Developer agrees to deposit such additional sums as are necessary to cover the cost of the same.

B. The Developer agrees to deposit with the Municipality the sum of \$3,500.00 for a legal escrow account, which escrow shall be used to pay the Municipal Attorney for

professional services rendered including the preparation of this Agreement and review of documents. If at the completion of the project any sum shall remain, the unused balance will be returned to the Developer. If, however, the escrow funds are insufficient to cover the cost of legal services, the Developer agrees to deposit such additional sums as may be necessary to cover the cost of the same.

C. All escrow funds shall be maintained and disbursed in accordance with the requirements of N.J.S.A. 40:55D-53.2 and N.J.S.A. 40:55D-53.2a.

### 29. Incorporation of Plan and Profile

In addition to anything herein contained, anything shown on the approved preliminary and final plan, or on the approved profiles, etc., and not specifically included in this Agreement or mentioned herein, shall be considered as part of this Agreement, plus being made a part hereof.

### 30. Maintenance Bonds

Developer agrees to provide the Borough with a maintenance bond, guaranteeing for a period of two (2) years from the date of such acceptance all workmanship and materials in connection with the completed construction of the project to be performed by the Developer. Said maintenance bond shall be in the amount of fifteen (15%) percent of the cost of improvements, reviewed by the Borough Attorney and in such form as is in accordance with N.J.S.A. 40:55D-53 (2).

### 31. Insurance

The Developer shall procure insurance for public 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

Borough with a Certificate of Insurance designating the Borough as an additional insured under each said policy, which insurance coverage shall be in the following amounts:

One person in any one occurrence	\$1,000,000.00
Two or more persons in any one occurrence	\$1,000,000.00
Property damage in any one occurrence	\$1,000,000.00
Aggregate property damage limit	\$1,000,000.00

The Developer further covenants and agrees that it will provide automobile liability and property damage insurance coverage and provide the Borough with a Certificate of Insurance designating the Borough as an additional insured under said policy, which insurance coverage shall be in the following amounts:

Bodily injury, each person	\$1,000,000.00
Bodily injury, each occurrence	\$1,000,000.00
Property Damages	\$1,000,000.00

The Developer further covenants and agrees that it will provide workman's compensation coverage for employees and will require evidence of such coverages to be supplied by a subcontractor who may be employed to perform the work under this Agreement.

### 32. Underground Utilities

All utility installations will be underground unless otherwise indicated on the plans for the project.

### 33. Compliance with Conditions and Resolutions

Developer agrees to comply with each of the conditions and matters set forth in the Resolutions of the Zoning Board of Adjustment, granting site plan and variance approvals, as well as all other applicable ordinances and regulations of the Borough.

### 34. Accessibility

As a specific condition of the resolution of approval and this agreement, the developer shall install as directed by the Borough Engineer or Construction Official such accessibility improvements as may be required by law including but not limited to compliance with the Americans with Disabilities Act or any other law applicable to the development.

### 35. Affordable Housing

The Resolutions of approval provide for compliance with the Borough's affordable housing obligations, if any, for this Property. The Developer and the Borough acknowledge that as a result of the decision of the Supreme Court in the matter In re: adoption of NJAC 5:96 and 5:97 ex rel. New Jersey Council on Affordable Housing, 221 NJ 1 (2015), the state of affairs of affordable housing in the State of New Jersey has been rendered indeterminate. As such, the Developer and the Borough agree that the rehabilitation of 28 off-site units will be attributed to the proposed Project. The Developer shall contribute the sum of \$10,000.00 per unit (\$280,000.00) to the Borough's Affordable Housing Trust Fund. Pursuant to Section 540-186 of the Hawthorne Code, this fee shall be paid ½ at the issuance of building permits and ½ at the issuance of certificates of occupancy.

### 36. Homeowners Association

In the event a Homeowners Association is to be created as a result of the development, review and approval of all association documents shall be afforded the Borough of Hawthorne, it being understood that primary jurisdiction is with the New Jersey Department of Community Affairs.

### 37. Insolvency or Abandonment of the Work

If, before the completion of the work, the Developer abandons the job, files a petition in bankruptcy or insolvency, or is declared bankrupt or insolvent or suffers any type of receivership, insolvency, bankruptcy, or other similar proceedings to be filed against it, or ceases

work for a period of forty-five (45) consecutive days without the permission of the Borough Engineer or other good cause and fails to resume work within forty-five (45) days after receipt of notice by certified mail at the address stated in this Agreement, then upon five (5) days after written notice of such default hereunder, it shall be the duty of the surety immediately to undertake the completion of the work at the expense of the Developer and its surety, or to pay to the Borough the cost of completion of the work as a local improvement pursuant to the provisions of N.J.S.A. 40:45, et seq.

#### 38. As Built Plans

The Developer shall furnish to the Borough as built plans, together with a disk for the same, if available, showing alignment and elevations of all utilities, roadways and improvements prior to the release of performance bonds for the Project.

#### 39. Restoration of Roadways and Adjacent Properties

Developer must, prior to the issuance of the final certificate of occupancy, restore any damages to areas of roadways and properties adjacent to the subject site, as same may have been caused by Developer, his agents or employees, all in accordance with the direction of the Borough Engineer and/or Construction Code Official.

#### 41. Prohibition Against Blasting

The developer shall first use all reasonable means of rock or soil removal from the site before utilizing blasting. Any blasting shall be undertaken in accordance with law any only after review of the developer's prior efforts by the Borough Engineer.

#### 42. Traffic Control

The applicant shall take such traffic control measures as may be deemed appropriate by the Borough Engineer or the municipal police department with regard to

particular traffic coming to and from the site, including the use of off duty police officers for traffic control purposes where required.

In accordance with the resolution of approval, the applicant shall offer to the Borough Council Title 39 jurisdiction and enforcement in the development.

43. Severability

The provisions of this contract are severable; if any one provision is deemed unenforceable, this shall have no effect on the balance of the provisions hereof, which shall remain in full force and effect.

44. The Borough of Hawthorne Agrees to:

1. Cooperate with the Developer and shall adopt any and all necessary resolutions for the implementation of the site plan and Zoning Board of Adjustment Resolutions.

2. It is further agreed that certain obligations of the Borough of Hawthorne and its various agencies and departments, are unique, and have induced extraordinary expenditures of money by the Developer in reliance thereon and incurring of exceptional obligations and commitments as a result thereof. For these reasons, the parties hereto recognize that monetary damages will be an inadequate remedy in the event of a breach by the Borough of any of its obligations, undertakings, representations or commitments, particularly those that involve affirmative governmental action that cannot be performed by private persons or agencies. In recognition of the foregoing, the parties hereto agree and consent that the Borough and the Developer shall have the right to enforce the timely performance by the Borough and the Developer of their respective obligations, undertakings, representations and commitments by an action to compel specific performance, and the Borough and the Developer agree that they will not assert defenses that would, in any way, refute or deny their legal authority to enter into this Agreement and perform hereunder or be compelled to perform hereunder.

45. Modification and Extension

It is mutually understood and agreed by the parties hereto that any amendment, extension, modification or alteration in any of the terms and conditions or requirements by the Borough shall be in writing and by formal agreement, agreed to and executed by the Borough and the Developer.

46. Binding Effect

This Agreement shall be binding upon the respective heirs, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties have hereunto caused this Agreement to be signed by their proper officers and their corporate seals to be affixed, the day and year first above written.

Attest:

233 CENTRAL, LLC

\_\_\_\_\_

\_\_\_\_\_  
By: RICHARD A. LABARBIERA,  
Manager

BOROUGH OF HAWTHORNE

\_\_\_\_\_  
LORI DIBELLA, RMC  
Borough Clerk

\_\_\_\_\_  
By: RICHARD S. GOLDBERG  
Mayor

STATE OF NEW JERSEY)

SS.:

COUNTY OF PASSAIC )

**BE IT REMEMBERED** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me the subscriber, \_\_\_\_\_ personally appeared, \_\_\_\_\_, who, being by me duly sworn on his/her oath, doth depose and make proof to my satisfaction that he/she has duly executed this Agreement as his/her own act and deed as the authorized representative of 233 Central, LLC.

\_\_\_\_\_

STATE OF NEW JERSEY)

SS.:

COUNTY OF PASSAIC )

**BE IT REMEMBERED** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me the subscriber, \_\_\_\_\_ personally appeared Lori DiBella, who being by me duly sworn on her oath, doth depose and make proof to my satisfaction that she is the Borough Clerk of the Borough of Hawthorne that the execution, as well as the making of this Instrument, has been duly authorized by proper resolution; that deponent well knows corporate seal of the corporation; and the seal affixed to said Instrument is such seal and was thereto affixed.

\_\_\_\_\_

# EASTERN CHRISTIAN CHILDREN'S RETREAT

700 Mountain Avenue, Wyckoff, NJ 07481

Ph: 201 848-8005; FAX: 201 847-9619

## FAX Transmittal Sheet

To: Robyn Welch (Burgis Ass. Inc) Date: 8/5/09

FAX No.: 201-666-2599 (201-666-1811 Phone#)

From: Jayne Press

# of pages including cover sheet: 5

Message:

### Confidentiality Note:

The documents accompanying this cover sheet contain information from this department which is confidential. The information is intended only for the use of the individual named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited and that the documents should be returned to this department immediately. If you have received this FAX in error, please notify us by telephone immediately, 201 848-8005. Thank you.

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

Municipality: Hawthorne County: Passaic  
 Sponsor: Eastern Christian Children's Retreat Developer: \_\_\_\_\_  
 Block: 290.01 Lot: 49 Street Address: 98 Savoy Place  
 Facility Name: Hawthorne Group Home

<p><b>Section 1: Type of Facility:</b></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><b>Section 2: Sources and amount of funding committed to the project:</b></p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMPA 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><b>Section 3: For all facilities other than permanent supportive housing:</b></p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households <u>4</u></p> <p>Low-income clients/households <u>1</u></p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p><b>Section 4: For permanent supportive housing:</b></p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p><b>Section 5:</b></p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: <u>  /  /  </u></p> <p>Expiration Date of Controls: <u>  /  /  </u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p><b>Section 6:</b></p> <p><input type="checkbox"/> CO Date: <u>  /  /  </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>4/30/1994</u></p> <p>Current License Date: <u>7/31/2009</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): Adults with  
Developmental Disabilities  
 Accessible (in accordance with NJ Barrier Free Subcode)?  Yes  No Partially

**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: *Quinn Pless, Executive Director* 8/5/09  
Project Administrator ECCR Date

Certified by: \_\_\_\_\_  
Municipal Housing Liaison Date

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

Municipality: Hawthorne County: Barnegat  
 Sponsor: Eastern Christian Children's Retreat Developer: \_\_\_\_\_  
 Block: 293A Lot: 1 Street Address: 644 Goffle Hill Road  
 Facility Name: Goffle Hill Home

<p><b>Section 1: Type of Facility:</b></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><b>Section 2: Sources and amount of funding committed to the project:</b></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><b>Section 3: For all facilities other than permanent supportive housing:</b></p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households <u>4</u></p> <p>Low-income clients/households <u>1</u></p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p><b>Section 4: For permanent supportive housing:</b></p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p><b>Section 5:</b></p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: <u>1/1</u></p> <p>Expiration Date of Controls: <u>1/1</u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p><b>Section 6:</b></p> <p><input checked="" type="checkbox"/> CO Date: <u>04/1/99</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>6/21/1999</u></p> <p>Current License Date: <u>7/21/2009</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 DHIS Capital Application Letter (20 year minimum, no deed restriction required)

**Section 9:**  
 Residents 18 yrs or older?  Yes  No  
 Population Served (describe): Adults with developmental disabilities  
 Age-restricted?  Yes  No  
 Accessible (in accordance with NJ Barrier Free Subcode)?  Yes  No

**Section 10:** Affirmative Marketing Strategy (check all that apply):  
 DDD/DMHS/DHSS waiting list  
 Affirmative Marketing Plan approved by the Council's Executive Director

**CERTIFICATIONS**

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

Certified by: *James Pines, Executive Director* 8/5/09  
Project Administrator ECCR Date

Certified by: \_\_\_\_\_  
Municipal Housing Liaison Date

2091.03



# REHABILITATION SPECIALISTS

18-01 Pollitt Drive, Suite 1A • Fair Lawn, NJ 07410 • Tel: (201) 478-4200  
Admin. Fax: (201) 478-4201 • Outpatient Fax: (201) 478-4202  
www.rehab-specialists.com

CARF Accredited

## FAX COVER SHEET

SEND TO: <i>Burgis Associates</i>	FROM: <i>Vergilio Caraballo</i>
ATTENTION: <i>Robyn Welch</i>	DATE: <i>8/13/05</i>
FAX NUMBER:	PHONE NUMBER:
CC:	RE: <i>Survey</i>
FAX NUMBER:	TOTAL PAGES, INCLUDING COVER: <i>5</i>

Urgent     Reply ASAP     Please Comment     Please Review     For Your Information

COMMENTS

*Robyn,*

*Sorry for the delay.*

*Vergilio*

**IMPORTANT NOTICE:** The accompanying facsimile transmission is a CONFIDENTIAL COMMUNICATION. As such, it is intended to be viewed and read only by the individual or entity named above. If you are not the intended recipient so named, you are PROHIBITED from reading this transmission. You are also notified that any dissemination, distribution or copying of this transmission is strictly PROHIBITED. If you have received this communication in error, please notify us immediately by telephone and return the original transmission to us via the U.S. Postal Service. Thank you.

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

Municipality: Manthorne County: Passaic  
 Sponsor: \_\_\_\_\_ Developer: \_\_\_\_\_  
 Block: \_\_\_\_\_ Lot: \_\_\_\_\_ Street Address: 13 De Voe Place  
 Facility Name: Rehabilitation Specialists

<p><b>Section 1: Type of Facility:</b></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 DMSS)</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><b>Section 2: Sources and amount of funding committed to the project:</b></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><b>Section 3: For all facilities other than permanent supportive housing:</b></p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households <u>0</u></p> <p>Low-income clients/households <u>0</u></p> <p>Moderate-income clients/households <u>0</u></p> <p>Market-income clients/households <u>5</u></p>	<p><b>Section 4: For permanent supportive housing:</b></p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p><b>Section 5:</b></p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: <u>  /  /  </u></p> <p>Expiration Date of Controls: <u>  /  /  </u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p><b>Section 6:</b></p> <p><input type="checkbox"/> CO Date: <u>  /  /  </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>11.1.94</u></p> <p>Current License Date: <u>6.13.09</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): People w/  
Traumatic Brain Injury  
 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: \_\_\_\_\_ Date \_\_\_\_\_  
 Project Administrator

Certified by: \_\_\_\_\_ Date \_\_\_\_\_  
 Municipal Housing Liaison

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

Municipality: Hawthorne County: PASSAIC  
 Sponsor: \_\_\_\_\_ Developer: \_\_\_\_\_  
 Block: \_\_\_\_\_ Lot: \_\_\_\_\_ Street Address: 33 PARK AVENUE  
 Facility Name: REHABILITATION SPECIALISTS

<p><b>Section 1: Type of Facility:</b></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><b>Section 2: Sources and amount of funding committed to the project:</b></p> <p><input type="checkbox"/> Capital Application Funding Unit \$ <u>0</u></p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ <u>0</u></p> <p><input type="checkbox"/> Balanced Housing - Amount \$ <u>0</u></p> <p><input type="checkbox"/> HUD - Amount \$ <u>0</u> Program <u>0</u></p> <p><input type="checkbox"/> Federal Home Loan Bank - Amount \$ <u>0</u></p> <p><input type="checkbox"/> Farmers Home Administration - Amount \$ <u>0</u></p> <p><input type="checkbox"/> Development fees - Amount \$ <u>0</u></p> <p><input type="checkbox"/> Bank financing - Amount \$ <u>0</u></p> <p><input type="checkbox"/> Other - Please specify: <u>0</u></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><b>Section 3: For all facilities other than permanent supportive housing:</b></p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households <u>0</u></p> <p>Low-income clients/households <u>0</u></p> <p>Moderate-income clients/households <u>0</u></p> <p>Market-income clients/households <u>7</u></p>	<p><b>Section 4: For permanent supportive housing:</b></p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p><b>Section 5:</b></p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: <u>1/1/07</u></p> <p>Expiration Date of Controls: <u>1/1/10</u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p><b>Section 6:</b></p> <p><input type="checkbox"/> CO Date: <u>1/1/07</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"/> DCY</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u>7/1/93</u></p> <p>Current License Date: <u>6/30/09</u> (scheduled inspection 8/24/09)</p>

**Section 7:**  
 Has the project received project-based rental assistance? \_\_\_ Yes X 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? X Yes \_\_\_ No  
 Population Served (describe): People w/ Traumatic Brain Injury  
 Age-restricted? X Yes \_\_\_ No  
 Accessible (in accordance with NJ Barrier Free Subcode)? \_\_\_ Yes \_\_\_ No

**Section 10:** Affirmative Marketing Strategy (check all that apply):  
 DDD/DMHS/DHSS waiting list  
 Affirmative Marketing Plan approved by the Council's Executive Director

**CERTIFICATIONS**

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

Certified by: \_\_\_\_\_ Date \_\_\_\_\_  
 Project Administrator

Certified by: \_\_\_\_\_ Date \_\_\_\_\_  
 Municipal Housing Liaison

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

Municipality: Hawthorne County: Passaic

Sponsor: New Jersey Community Development Corporation Developer: NJCDC

Block: 7 Lot: 4 Street Address 38 North Tenth Street

Facility Name: Hawthorne Heights Apartments

<p><b>Section 1: Type of Facility:</b></p> <p><input type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (<b>not eligible</b> 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 checked="" type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p><b>Section 2: Sources and amount of funding committed to the project :</b></p> <p>Capital Application Funding Unit \$ _____</p> <p>X HMFA Special Needs Housing Trust Fund <u>\$1,324,492</u></p> <p>Balanced Housing – Amount \$ _____</p> <p>X HUD – Amount <u>\$1,675,600</u> Program <u>811</u></p> <p>X Federal Home Loan Bank – Amount <u>\$130,000</u></p> <p>Farmers Home Administration – Amount \$ _____</p> <p>Development fees – Amount \$ _____</p> <p>Bank financing – Amount \$ _____</p> <p>X Other – Please specify: <u>DHS \$75,000</u></p> <p>For proposed projects, please submit a pro forma Municipal resolution to commit funding, if applicable</p> <p>Award letter/financing commitment (proposed new construction projects only)</p>
<p><b>Section 3: For all facilities other than permanent supportive housing: <i>Not applicable</i></b></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><b>Section 4: For permanent supportive housing:</b></p> <p>Total # of units <u>12</u>, including:</p> <p># of very low-income units _____</p> <p># of low-income units <u>12</u></p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p><b>Section 5:</b></p> <p>Length of Controls: <u>40</u> years</p> <p>Effective Date of Controls: <u>01/02/08</u></p> <p>Expiration Date of Controls: <u>01/02/48</u></p> <p>Average Length of Stay: <u>N/A</u> months (transitional facilities only)</p>	<p><b>Section 6:</b></p> <p><input type="checkbox"/> CO Date: 01/02/08</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>Other _____</p> <p>Initial License Date: <u>3/7/08-11/30/08</u></p> <p>Current License Date: <u>11/30/08-11/30/09</u></p>

<b>Section 7:</b>	
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	
<b>Section 8:</b> 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, UHAC 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)	
<b>Section 9:</b>	
Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Population Served (describe): _____	Accessible (in accordance with NJ Barrier Free Subcode)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>Individuals with developmental disabilities</u>	
<b>Section 10:</b> Affirmative Marketing Strategy (check all that apply):	
<input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list <input type="checkbox"/> 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:	Project Administrator	Date
Certified by:	Municipal Housing Liaison	Date

Prepared by:

  
William P. Munday

DEED

This Deed is made on September 25, 2006,

BETWEEN

**BOROUGH OF HAWTHORNE**, whose address is 445 Lafayette Avenue, Hawthorne, New Jersey 07506, referred to as the Grantor

AND

**HAWTHORNE SUPPORTIVE HOUSING, INC.**, a New Jersey corporation, with an address at 32 Spruce Street, Paterson, New Jersey 07501, referred to as the Grantee

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

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made in consideration of the amount of TEN and 00/100 DOLLARS (\$10.00) and for other good and valuable consideration. The property is being conveyed in exchange for the purchase price set forth above, pursuant to N.J.S.A. 40A:12-21(h) for the purpose of the Grantee erecting housing for developmentally disabled persons.

The Grantor acknowledges receipt of this consideration.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Borough of Hawthorne

Block No. 7, Lots No. 4 and 5, Block No. 6, Lot 10 and the vacated portion of North 10<sup>th</sup> Street

3. Property. The Property consists of the land and all the buildings and structures on the land in the Borough of Hawthorne, County of Passaic and State of New Jersey. The legal description is:

Please see Legal Description annexed hereto as Schedule "A" and made a part hereof.

Being the same premises conveyed to the Borough of Hawthorne by deed from Savoy Realty Company dated December 31, 1948 and recorded March 28, 1949 in the Passaic County Clerk's Office in Deed Book G-51, page 79 (being the Third, Fourth and Fifth Tracts in the above described deed)

The street address of the Property is: 38-44, 46-54 and 45-53 North 10<sup>th</sup> Street, Hawthorne, New Jersey.

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

5. Use and Reversion. Grantee acknowledges and agrees that the sole permitted use of the property shall be the construction, occupancy and operation of housing units for persons with developmental disabilities with the occupancy of such housing being subject to and in accordance with affordability controls imposed by the New Jersey Council on Affordable Housing and HUD (defined below). The property may not be used for any other purpose or without such affordability controls without the prior written consent of Grantor, which may be given in Grantor's sole discretion.

(a) The housing to be constructed on the property shall be limited to a total of not less than thirteen (13) units, at least twelve (12) of which shall be one-bedroom units used to house persons with developmental disabilities, and one (1) of which shall be used as a caretaker's unit.

(b) Grantor covenants that it has not taken, nor will it take any action to prevent the property from being used as contemplated herein.

If at any time Grantor becomes aware of any breach or is notified of any breach of the conditions set forth above, and Grantee fails to remedy such breach within ninety (90) days of notice thereof, the Grantor shall have the right to commence a proceeding to have title to the property to revert to Grantor (the "Reversionary Interest"), subject to the following:

(i) As a condition precedent to Grantor's accession to title to the property through operation of the Reversionary Interest, Grantor shall pay to Grantee in immediately available funds, an amount equal to the total amount expended by Grantee (x) in the construction of any structures or improvements on the Grantee and (y) any capital expenditures incurred by Grantee related to such structures and improvements, subject to a credit for the amount of any liens on the property existing when the Grantor takes title to the property and/or subject to the Grantor's right to use all or a portion of such funds to payoff any such liens. Such capital expenditures shall not include ordinary and routine maintenance; and

(ii) Grantee covenants that it will cooperate with Grantor in conveying title to the Grantor should Grantor take title to the property by operation of the Reversionary Interest.

(c) Notwithstanding the foregoing, the Grantor's Reversionary Interest shall always be subject to and subordinate to, and limited by, and shall not defeat, render invalid or limit in any way, the lien or interest of any capital advance/mortgage held by the Department of Housing and Urban Development ("HUD") or its successors and assigns, and that this subordination to said capital advance/mortgage shall remain in full force and effect for the term thereof or until such time that any and all sums due or to become due under any such capital advance/mortgage shall have been paid, whichever period of time shall prove to be the longer or shall end later. And provided further that the Reversionary Interest shall always be subject to the right of HUD,

its successors and assigns, including the right to cure any default and preserve the use of the property as a Section 202/811 project; the land and any improvements constructed thereon shall be used for purposes of HUD section 202/811 program, as amended, or for other use approved by HUD for such time as any such capital advance/mortgage remains outstanding.6. Signatures. This Deed is signed on behalf of the Grantor as of the date set forth above.

Witnessed by:

BOROUGH OF HAWTHORNE

P. Jean Mele

By: Patrick J. Botbyl

Name: P. JEAN MELE

Name: PATRICK J. BOTBYL

Title: Clerk

Title: Mayor

STATE OF NEW JERSEY, COUNTY OF PASSAIC ) SS.:

I CERTIFY that on September 25, 2006,

Patrick J. Botbyl and P. Jean Mele personally came before me and stated to my satisfaction that these persons:

(a) are the Mayor and the Clerk, respectively, of the Borough of Hawthorne, and that they signed this Deed as such officials of Grantor as the voluntary act and deed, being duly authorized by law; and

(b) this Deed was made in consideration of TEN and 00/100 DOLLARS (\$10.00) and the other consideration as the full and actual consideration for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

Denise Criscitelli

**DENISE CRISCITELLI**  
A Notary Public of New Jersey  
My Commission Expires January 24, 2010



**SURVEYING, INC.**

PROFESSIONAL LAND SURVEYORS

425 POMPTON AVENUE  
CEDAR GROVE, NJ 07009

TEL: (973) 857-3319  
FAX: (973) 857-3608

www.PRONESTI.com

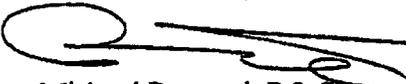
*Description of  
45-53 & 38-54 North Tenth Street  
Lot 10 in Block 6  
Lots 4 & 5 in Block 7  
Vacated Portion of North Tenth Street  
On Tax Maps of  
Borough of Hawthorne, Passaic County, New Jersey*

**BEGINNING** at a point on the southerly sideline of North Tenth Street, said point being distant 125.00 feet westerly from the corner formed by the intersection of the said southerly sideline of North Tenth Street and the westerly sideline of Mohawk Avenue; thence running

- 1) South 20 degrees 00 minutes 00 seconds East, 87.50 feet to a point, thence
- 2) South 70 degrees 00 minutes 00 seconds West, 215.00 feet to a point, thence
- 3) North 20 degrees 00 minutes 00 seconds West, 87.50 feet to a point on the aforesaid southerly sideline of North Tenth Street, thence
- 4) Easterly along said sideline, North 70 degrees 00 minutes 00 seconds East, 90.00 feet to a point, thence
- 5) Northerly along a new terminus of North Tenth Street and beyond, North 20 degrees 00 minutes 00 seconds West, 150.00 feet to a point, thence
- 6) North 70 degrees 00 minutes 00 seconds East, 125.00 feet to a point, thence
- 7) South 20 degrees 00 minutes 00 seconds East, 150.00 feet, where the last 50.00 feet of line is the second new terminus of North Tenth Street, to the **POINT AND PLACE OF BEGINNING.**

The above description contains 37,563 square feet or 0.862 acres of land.

The above parcel is written in accordance with a survey prepared by *Pronesti Surveying, Inc.* dated June 2004, last revised September 14, 2006.

  
Michael Pronesti, P.L.S.  
New Jersey License No. 37605

**BUSSEIS ASSOCIATES, INC.**  
 1400 North 10th Street  
 Suite 200  
 York, PA 17402  
 Tel: 717.841.4200  
 Fax: 717.841.4201

**2015 Housing Plan**  
 BOROUGH OF HALEDON  
 HADDON COUNTY, NEW JERSEY



**Legend**

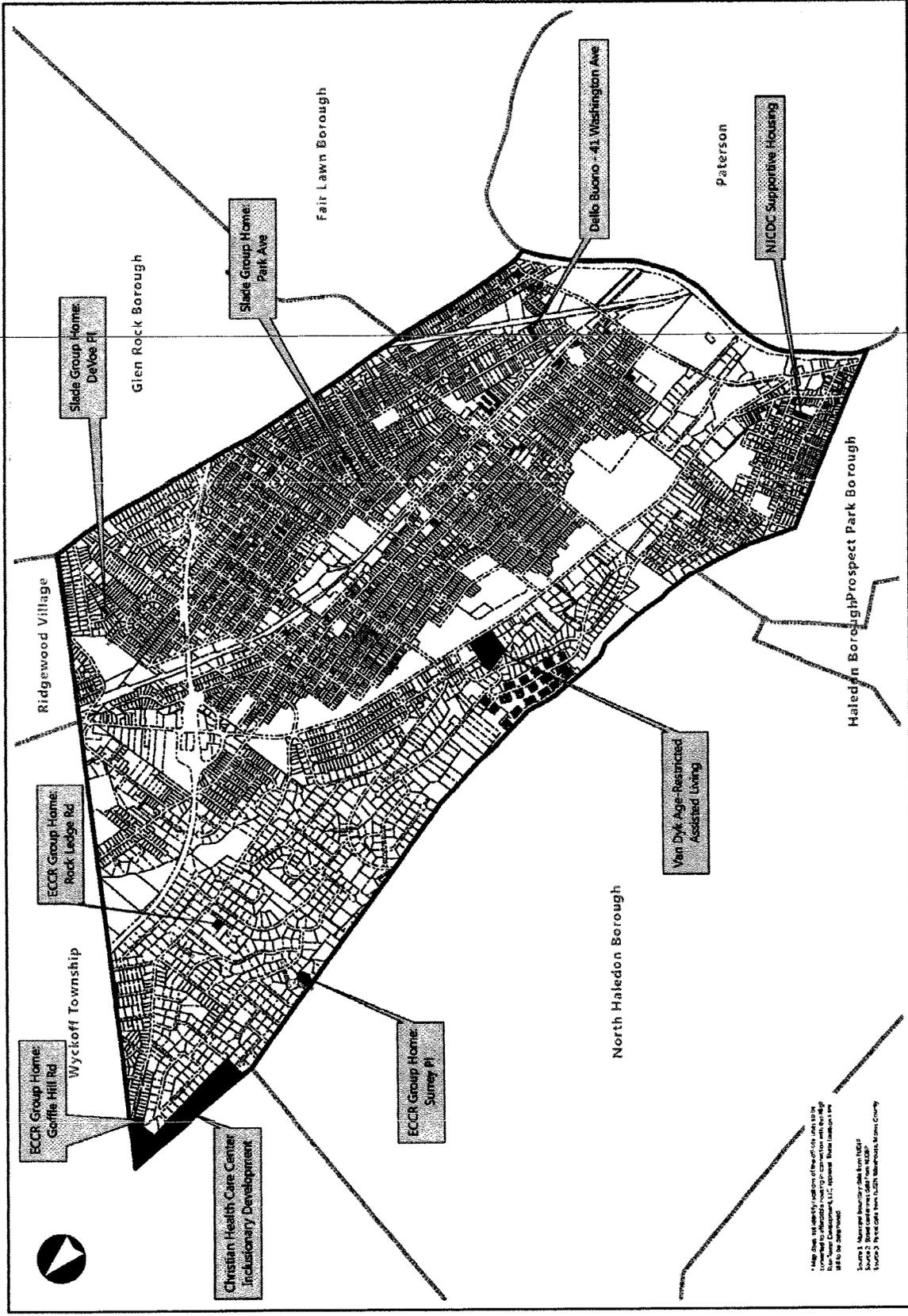
- boundary
- Parcel
- Plan Component Sites

Year	Location of Plan Components
2015	100%
2020	100%
2025	100%
2030	100%

Project Title	Year	2015	2020	2025	2030
1	2015	100%	100%	100%	100%
2	2020	100%	100%	100%	100%
3	2025	100%	100%	100%	100%
4	2030	100%	100%	100%	100%

PROJECT NO. 15-001  
 DATE: 10/15/15  
 DRAWN BY: J. J. JAMES  
 CHECKED BY: J. J. JAMES

Scale: 1" = 100'  
 North Arrow



\* Map shows the ability of the Borough to meet its 2015-2030 housing needs. The map is not intended to be a prediction of future development. The map is for informational purposes only and does not constitute a commitment to any specific project. The map is for informational purposes only and does not constitute a commitment to any specific project.