

Community Planning
Land Development and Design
Landscape Architecture

B U R G I S
A S S O C I A T E S , I N C .

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DRAFT

HOUSING ELEMENT AND FAIR SHARE PLAN

BOROUGH OF ALPINE
BERGEN COUNTY, NEW JERSEY

PREPARED FOR:

BOROUGH OF ALPINE PLANNING BOARD
BA# 4128.01

May 23, 2024
Adopted _____

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The original document was appropriately signed and sealed on May 23, 2024, in accordance with Chapter 41 of Title 13 of the State Board of Professional Planners.

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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 many 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 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 as "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 making 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 2010 decision the Appellate Division invalidated the 2008 regulations but stopped short of invalidating the growth share methodology, suggesting instead that it may be time for the Supreme Court to reexamine the affordable housing structure and regulations.

The Supreme Court affirmed this Appellate Division decision in September 2013, invalidating the third iteration of the Third-Round regulations, and specifically invalidating the growth share methodology, 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 to the trial courts where it had been prior to the creation of COAH in 1986.

The Court decision effectively created a process for municipalities 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). These municipalities were entitled 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 address their local housing need. The Borough of Alpine filed a declaratory judgment and a brief in support of a motion for temporary immunity with the Court on July 8, 2015.

The Borough's Historic Response to Its Affordable Housing Obligations

The Borough of Alpine has prepared several 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 Alpine indicated a 214-unit affordable housing new construction obligation. In accordance with COAH's 20 percent cap rule, this first and second round 'combined' number was reduced to 108 units, which was ultimately further reduced to 32 units through a vacant land adjustment awarded as part of a Judgment of Compliance and Repose received December 28, 2000.

The Borough addressed its 32-unit new construction obligation through a combination of a 16 unit Regional Contribution Agreement (RCA) with the Borough of Fairview, a 100 percent affordable municipally-sponsored development containing 8 rental units, and 8 rental bonus credits. Each of these plan components have been fully implemented.

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. Subsequently, in October 2008, COAH issued revised procedural ([N.J.A.C. 5:96](#)) and substantive ([N.J.A.C. 5:97](#)) rules for the Third Round period. The Borough had prepared Third Round plans to address both iterations of Third Round rules, which were adopted on December 13, 2005 and December 16, 2008, respectively. The 2008 HE&FSP was then amended on May 25, 2010, and filed with COAH on June 1, 2010. However, as detailed above, the Third-Round methodology based upon growth share has been invalidated, necessitating a new plan.

The Borough commenced the preparation of a new Third-Round Plan in 2015. During the pendency of that process, an interested party became involved in the process, which eventually resulted in a settlement agreement with that party and a further settlement agreement with Fair Share Housing Center (FSHC). The results of the settlements form the predicate for this new HE&FSP.

The Fair Share Affordable Housing Obligation and the Borough's Response

As noted above, Alpine has addressed its Prior Round obligation as adjusted by a vacant land analysis. With respect to the Borough's Third-Round obligation, it is clear that, regardless of the affordable housing obligation identified by the State, Alpine's realistic development potential is limited. This is a function of the fully developed nature of the community, and the substantial amount of environmental constraints, impacting vacant land as well as the lack of sanitary sewer infrastructure. Much of the community also faces significant stormwater management obstacles owing to problematic subsurface conditions, including rock at very shallow depths and high groundwater conditions. The lack of a commercial district, as well as any access to mass transit, also underscores the Borough's incompatibility with high-density housing.

This was recognized in a report prepared by the Borough's Special Master, Philip B. Caton, PP, AICP, titled, "Master's Report on the Mount Laurel Compliance Plan of the Borough of Alpine," dated June 23, 2000 ("2000 Master's Report"), wherein the Special Master recommended that the Borough have no Third-Round obligation unless new land became available for affordable housing.

As such, the HE&FSP set forth herein includes the preparation of an assessment of vacant land in the Borough, pursuant to COAH's prescribed vacant land adjustment (VLA) and realistic development potential (RDP) process, to determine Alpine's RDP and adjusted obligation. The analysis reveals there is very limited vacant developable land which was not previously addressed in the VLA approved under the 2000 Judgement of Compliance and Repose. Thus, the municipality's settlement agreement with FSHC identified the Borough's obligation to include the following:

Rehabilitation Obligation:	4 units
Prior Round Obligation:	108 units (adjusted from 214 units per 20% cap rule) & further adjusted through a VLA to 32 units
Prospective Obligation:	122 units (adjusted per the 20% cap rule and a VLA which further adjusted prospective need to 32 units).

Alpine proposes to address its affordable housing obligations through participation in the Bergen County Rehabilitation Program. Its Prior Round realistic development potential has previously been addressed. Its prospective need realistic development potential is to be addressed through development on the Sylco site on Closter Dock Road with 40 townhouses, of which 8 will be deed restricted as affordable units, an additional four bedroom group home and a mix of one- and two-bedroom supportive housing apartments – aggregating 14 bedrooms – to be placed on Alpine's existing 100% 8 unit affordable housing site, and 4 accessory apartment units. Additionally, the Plan calls for an affordable housing overlay zone on Block 80 Lots 10 and 11 (the Radio/Telecommunications Tower site) where a total of 35 dwellings inclusive of 7 affordable units shall be permitted, along with a mandatory affordable housing set-aside ordinance designed to capture unmet need units. All is detailed herein.

The plan is organized into three sections, the first containing background data on the Borough's physical, demographic, and housing characteristics, the second describing the Borough's affordable housing obligation, and the third identifying how this obligation is to be met.

SECTION I: HOUSING ELEMENT

A. COMMUNITY OVERVIEW

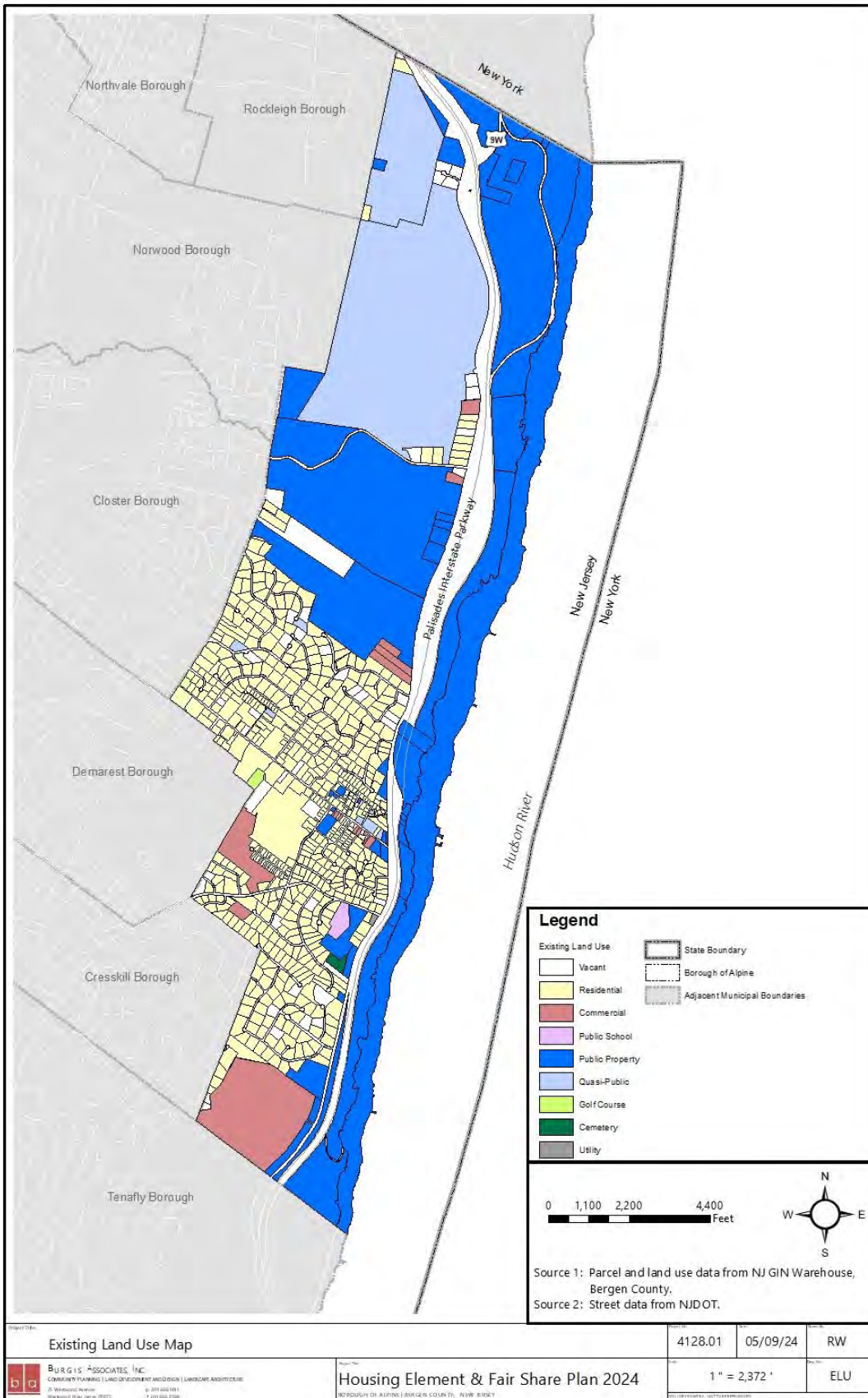
The Borough of Alpine is located in the northeastern-most corner of Bergen County and occupies an area of 4,095 acres, or 6.4 square miles. It is adjoined by seven municipalities, including Rockleigh, Norwood, Closter, Demarest, and Cresskill to the west, Tenafly to the south, and Rockland County, New York to the north. Regional access to the Borough is provided by the Palisades Interstate Parkway and Route 9W, which run north-south through the Borough. Closter Dock Road and Hillside Avenue are County roadways serving the Borough, which run east-west. There is no local access to mass transit.

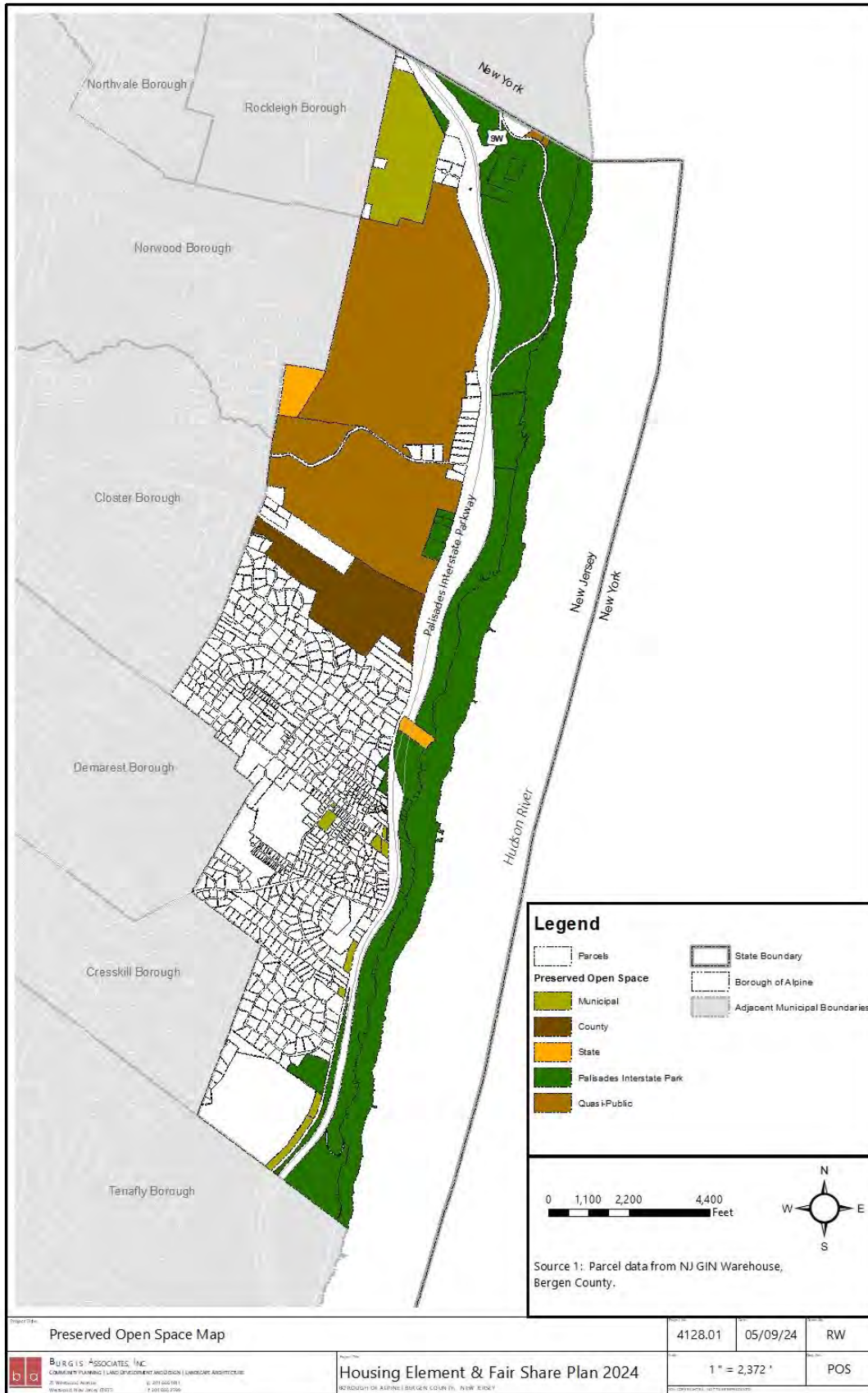
Alpine is essentially a fully developed community, with its little remaining vacant land characterized by undersized lots and environmentally sensitive features. As shown in the accompanying Existing Land Use Map, the majority (two-thirds) of the Borough's land area is devoted to public and quasi-public uses, much of it being part of the Palisades Interstate Park. Single-family detached residential uses comprise nearly all of the remaining land area in the community. Commercial uses make up less than 1 percent (approximately 25 acres) of the Borough's total land area and these are primarily existing nonconforming uses on small lots. There is no commercial district. Other uses include two private golf country clubs, including the Alpine Country Club and Montammy Golf Club, the Monument Lane cemetery, as well as various utility uses owned by Hackensack Water Company.

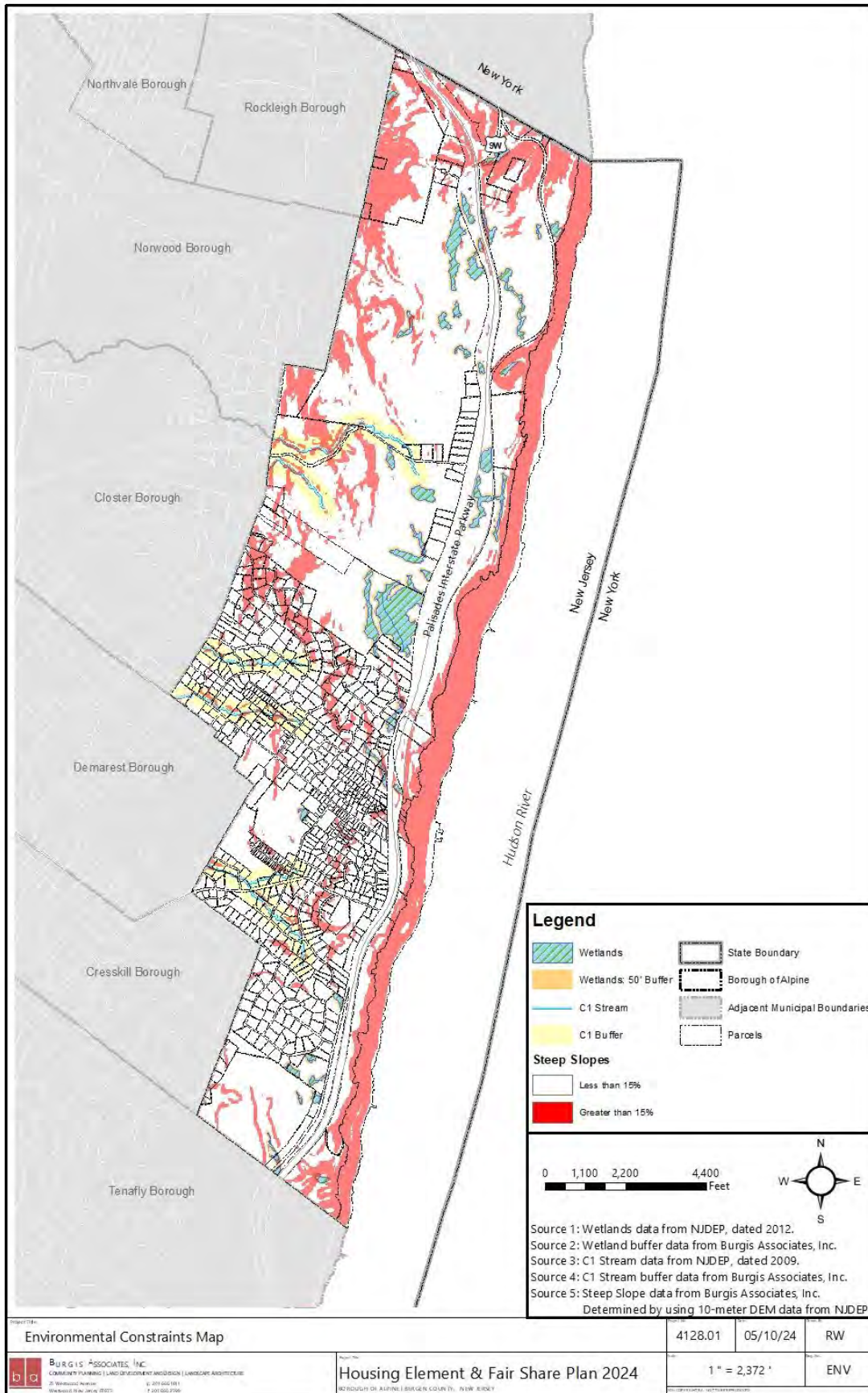
The accompanying Preserved Open Space Map identifies the 2,538 acres of preserved land area within the Borough of Alpine. As shown, the Borough's preserved open space is primarily concentrated in the northern portion of the municipality and to the east of the Palisades Interstate Parkway. One-half of Alpine's preserved land area is part of the Palisades Interstate Park, encompassing the Palisades cliffs on the west bank of the Hudson River. An additional 35 percent of the Borough's preserved land area are quasi-public properties, including Camp Alpine, operated by the Boy Scouts of America, as well as the Nature Conservancy properties along Alpine's northern border.

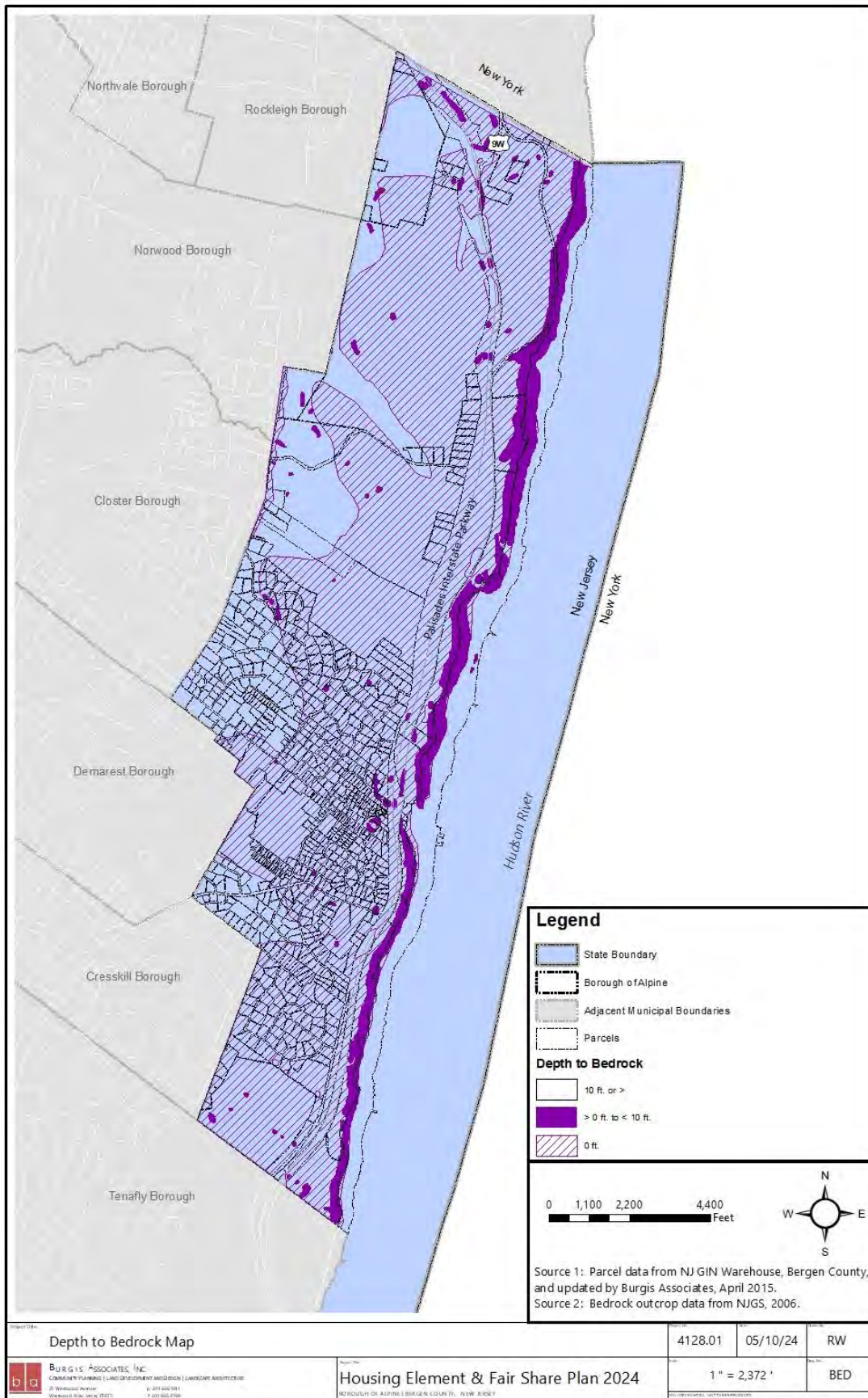
Environmental constraints pose a challenge to development throughout the community, as demonstrated on the accompanying Environmental Constraints Map. As shown, Alpine is characterized by a varied topography, including several areas of moderate to steep slopes (defined as slopes greater than 15 percent). Wetlands and Category One streams are also located throughout the Borough, which require minimum buffer areas of between 50 and 300 feet. Much of the community also faces significant stormwater management obstacles owing to problematic subsurface conditions, including rock at very shallow depths and high groundwater conditions. This is illustrated on the accompanying Depth to Bedrock Map.

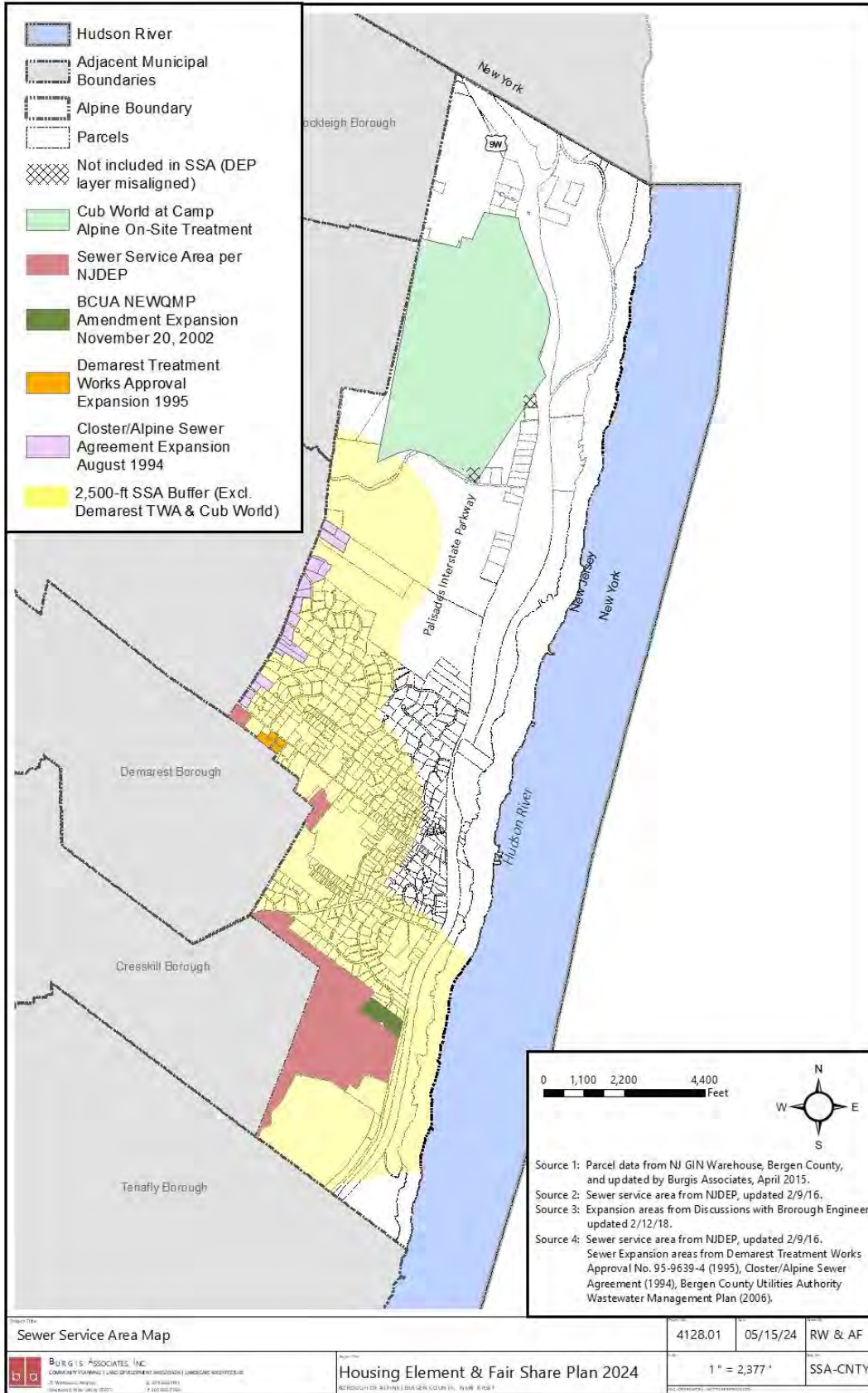
Another challenge to development is a lack of infrastructure. Whereas the majority of lots in the Borough are serviced publicly by United Water, Alpine has limited infrastructure when it comes to sanitary sewers. As shown on the accompanying Sewer Service Area, a select few properties are serviced by public sewer while the majority of Alpine's households and businesses are serviced by private septic tanks.











B. INVENTORY OF MUNICIPAL HOUSING STOCK AND VALUES

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 grew slightly between 2010 and 2020 and the ACS 5-year estimate for 2022 shows a decrease of 14 percent between 2020 and 2022.

Table 1: Dwelling Units (2010 to 2022*)
Alpine, New Jersey

Year	Total Dwelling Units	Numerical Change	Percentage Change
2010	670	--	--
2020	676	6	1
2022*	594	-82	-14

* 2022 data is the average between January 2018 and December 2022.

Sources: U.S. Census – 2010 & 2020; & 2022 American Community Survey 5-Year Estimates.

The following table provides additional detail regarding the tenure and occupancy of the Borough’s housing stock. More than 80 percent of the Borough’s housing stock was estimated to be owner-occupied in 2022, up from 76 percent in 2020. Meanwhile, the number of vacant units has slightly increased since 2010, from 8.8 percent to then hold steady around 13 percent in 2020 and 2022.

Table 2: Housing Units by Tenure and Occupancy Status (2010, 2020 and 2022*)
Alpine, New Jersey

Category	2010		2020		2022*	
	No. Units	Percent	No. Units	Percent	No. Units	Percent
Owner-Occupied Units	534	79.7	513	75.9	480	80.8
Renter-Occupied Units	77	11.5	74	10.9	35	5.9
Vacant Units	59	8.8	89	13.2	79	13.3
Total Units	670	100	676	100	594	100.0

* 2022 data is the average between January 2018 and December 2022.

Sources: U.S. Census – 2010 & 2020; & 2022 American Community Survey 5-Year Estimates.

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 represented 96 percent of all dwelling units in 2022. This has not changed since 2000. The majority of all dwelling units in Alpine contain five or more bedrooms.

Table 3: Units in Structure (2010*, 2020* and 2022*)
Alpine, New Jersey

Units in Structure	2010*		2020*		2022*	
	Number	Percent	Number	Percent	Number	Percent
One Unit Detached	731	97.9	502	96.9	570	96.0
One Unit Attached	7	0.9	5	1.0	5	0.8
2 Units	9	1.2	1	0.2	7	1.2
3 to 4 Units	0	0.0	0	0.2	0	0.0
5 to 9 Units	0	0.0	10	1.9	3	0.5
10 to 19 Units	0	0.0	0	0.0	0	0.0
20 or More Units	0	0.0		0.0	9	1.5
Mobile Home	0	0.0	0	0.0	0	0.0
Total	747	100	518	100	594	100

* Data is the 5-year period estimate which is the average of the 5-year period leading up through end of year displayed.
Sources: 2010, 2020 & 2022 American Community Survey 5-Year Estimates.

Table 4: Number of Bedrooms in Housing Units (2010, 2020* and 2022*)
Alpine, New Jersey

Number of Bedrooms	2010*		2020*		2022*	
	Number	Percent	Number	Percent	Number	Percent
Zero	3	0%	4	1%	3	1%
One	25	3%	3	1%	16	3%
Two	18	2%	151	29%	5	1%
Three	130	17%		0%	120	20%
Four	169	23%	360	69%	187	31%
Five or More	402	54%		0%	263	44%
Total	747	100%	518	100%	594	100%

* Data is the 5-year period estimate which is the average of the 5-year period leading up through the end of year displayed.
Sources: 2010, 2020 & 2022 American Community Survey 5-Year Estimates.

2. Housing Age. The following table details the age of the Borough's housing stock. As shown, more than 80 percent of the Borough's housing units were constructed before 1980, whereas only 17 percent were constructed since 2000.

Table 5: Year Structure Built
Alpine, New Jersey

Year Units Built	Number of Units	Percent
2020 or later	0	0.0
2010 to 2019	37	7.2
2000 to 2009	51	9.9
1980 to 1999	200	38.8
1960 to 1979	119	23.1
1940 to 1959	52	10.1
1939 or earlier	56	10.9
Total	515	100

Source: 2022 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. The data indicates that none of the housing units in Alpine from 2010 through 2022 were overcrowded.

Table 6: Occupants Per Room (2010*, 2020* and 2022*)
Alpine, New Jersey

Occupants Per Room	2010*		2020*		2022*	
	Number	Percent	Number	Percent	Number	Percent
1.00 or less	683	100	518	100%	515	100%
1.01 to 1.50	0	0	0	0%	0	0%
1.51 or more	0	0	0	0%	0	0%
Total	683	100.0	518	100%	515	100%

* Data is the 5-year period estimate which is the average of the 5-year period leading up through the end of year displayed.

Sources: 2010, 2020 & 2022 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 decreased from 2010 to 2020, but then increased to 3 units which lack these facilities in 2022. However, the data indicates that none of the housing units have been lacking standard heating facilities across all three time periods.

Table 7: Equipment and Plumbing Facilities (2010, 2020 and 2022*)
Alpine, New Jersey

Facilities	2010*		2020*		2022*	
	Number	Percent	Number	Percent	Number	Percent
<u>Kitchen:</u>						
With Complete Facilities	742	99.3	518	100	512	99.4
Lacking Complete Facilities	5	0.7	0	0	3	0.6
<u>Plumbing:</u>						
With Complete Facilities	744	99.6	518	100	512	99.4
Lacking Complete Facilities	3	0.4	0	0	3	0.6
<u>Heating Equipment:</u>						
Standard Heating Facilities	747	100	518	100	515	100
Other Fuel	0	0	0	0	0	0
No Fuel Used	0	0	0	0	0	0
Total	747	100	518	100	515	100

* Data is the 5-year period estimate which is the average of the 5-year period leading up through the end of year displayed.
Sources: 2010, 2020 & 2022 American Community Survey 5-Year Estimates.

5. Purchase and Rental Values. Table 8 below shows that 60 percent of Alpine’s rental housing stock has monthly rents of \$1,500 or more, down from 77 percent of Alpine’s rental units in 2010. The Borough’s median monthly rent is well over \$2,000, which is the highest rent category measured by the American Community Survey.

Table 8: Gross Rent of Renter-Occupied Housing Units (2010, 2020* and 2022*)
Alpine, New Jersey

Rent	2010		2020*		2022*	
	Number	Percent	Number	Percent	Number	Percent
Less than \$200	0	0	0	0	0	0
\$200 to \$299	0	0	0	0	0	0
\$300 to \$499	0	0	0	0	0	0
\$500 to \$749	0	0	15	33.3	0	0
\$750 to \$999	0	0			0	0
\$1,000 to \$1,499	9	23	16	35.6	7	20.0
\$1,500 or More	30	77	14	0.3	28	60.0
No Cash Rent	0	X	18	X	0	20.0
Total	39	100.0	45	100.0	35	100.0
Median Gross Rent	\$1,977		\$1,117		\$2,750	

* Data is the 5-year period estimate which is the average of the 5-year period leading up through end of year displayed.
Sources: U.S. Census – 2010; 2020 & 2022 American Community Survey 5-Year Estimates.

Table 9 below shows that over 84 percent of Alpine’s owner-occupied units had a value of \$1 million or more in 2022, which is up from 74 percent above this threshold in 2010. The Borough’s median housing value of \$2 million+ (the highest value category measured by the American Community Survey) also is substantially higher than the \$1 million+ in 2010.

Table 9: Value of Owner-Occupied Housing Units (2010, 2020* and 2022*)
Alpine, New Jersey

Value Range	2010		2020*		2022*	
	Number	Percent	Number	Percent	Number	Percent
Less than \$50,000	4	1%	3	1%	2	0.4%
\$50,000 to \$99,999	0	0%	0	0%	0	0.0%
\$100,000 to \$149,999	14	2%			0	0.0%
\$150,000 to \$199,999	0	0%	15	7%	3	0.6%
\$200,000 to \$299,999	6	1%			15	3.1%
\$300,000 to \$499,999	30	5%	6	3%	11	2.3%
\$500,000 to \$999,999	110	17%	20	9%	45	9.4%
\$1,000,000 or More	476	74%	170	79%	404	84.2%
Total	640	100%	214	100%	480	100%
Median Value	\$1,000,000+		\$2,000,000+		\$2,000,000+	

* Data is the 5-year period estimate which is the average of the 5-year period leading up through end of year displayed.
Sources: U.S. Census – 2010; 2020 & 2022 American Community Survey 5-Year Estimates.

6. Number of Units Affordable to Low- and Moderate-Income Households. The 2023 median household income limit for a three-person household in Region 1, the housing region comprised of Bergen, Hudson, Passaic and Sussex Counties, is \$108,371. A three-person moderate-income household, established at no more than 80 percent of the median income, would have an income not exceeding \$86,697. A three-person low-income household, established at no more than 50 percent of the median income, would have an income not exceeding \$54,185.

According to UHAC affordability controls outlined in N.J.A.C. 5:80-26.1 et seq., an affordable sales price for a three-person moderate-income household earning 80 percent of the median income is estimated at approximately \$284,000. This is considering the average mortgage interest for a 30-year fixed mortgage and %5 down payment. According to the 2022 ACS 5-year data, 4.2 percent of Alpine’s owner-occupied housing units are valued at less than \$300,000 (the threshold closest to \$284,000). The same affordability controls state that an affordable sales price for a three-person low-income household earning 50 percent of the median income is estimated at approximately \$227,000. According to the 2022 ACS 5-year data, approximately 1.0 percent of Alpine’s owner-occupied housing units are valued at less than \$200,000.

For renter-occupied housing, an affordable monthly rent for a three-person moderate-income household is estimated at approximately \$2,167. An affordable monthly rent for a three-person low-income household is estimated at approximately \$1,354. According to the 2022 ACS 5-year data, 60 percent of Alpine’s rental units had a gross monthly rent of more than \$1,500 and there were no rental units with a gross monthly rent less than \$1,000.

7. Substandard Housing Capable of Being Rehabilitated. The number of units in Alpine that are in need of rehabilitation and are not likely to experience “spontaneous rehabilitation” comes to two 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 following section includes a projection of Alpine’s housing stock, including the probable future construction of low- and moderate-income housing, for the ten years after the adoption of the Housing Element. This projection is based upon an assessment of data including the number of residential construction permits issued, approvals of applications for residential development, and probable residential development of lands. These data 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 35 residential building permits were issued for new construction, all but one of which were for one- and two-family residences and just one permit for mixed use development. Since 2013, the Borough has issued, on average, 3.4 permits per year.

**Table 10: Number of Residential Building Permits Issued
For New Construction (2013 to 2022)
Alpine, New Jersey**

Year Issued	One & Two Family	Multi-Family	Mixed-Use	Total
2013	2	0	0	2
2014	5	0	0	5
2015	5	0	0	5
2016	2	0	1	3
2017	4	0	0	4
2018	2	0	0	2
2019	2	0	0	2
2020	5	0	0	5
2021	2	0	0	2
2022	5	0	0	5
Total	34	0	1	35

Source: New Jersey Construction Reporter.

2. Approved But Not Yet Built Residential Development. The table below identifies residential applications for development that have been approved but have not yet been issued building permits. As shown, building permits are pending for 3 properties. For two of those properties, the approvals involved the demolition of existing single-family dwellings and replacement with new single-family dwellings. For the third, the application involves an additional residential dwelling on an 8.73 acre lot. As such, the net residential growth will be one.

**Table 11: Approved But Not Yet Built Residential Development
Alpine, New Jersey**

Address	Block	Lot	# of Units
11 Autumn Terrace	81.04	19	1
14 Church Street	39.02	16.07	1
103 Church Street	55	8	2
Total	--	--	4

Source: Borough of Alpine Land Use Office.

3. Probable Residential Development of Lands. Since the early 2000s, the Borough has issued, on average, approximately 3 building permits annually for residential new construction. These permits have been for single-family dwelling units. This trend reflects not only economic downturn and the pandemic years, but also the limited availability of developable vacant land in the Borough. It is anticipated that a similar rate of limited growth will occur over the next ten-year period. Most, if not all, of the new dwelling units created are expected to be the result of knock-downs and rebuilds within the Borough, as has been the trend in Alpine for the past two decades, aside from the development of the developments provided for in this Plan.

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 growth in every decade between 1920 and 2000, with the greatest increases occurring in the 1920s, 1950s, 1960s and 1990s. However, the 2022 population estimate of 1,449 people, provided by the American Community Survey, reflects a significant population loss, down nearly 34 percent since 2000. This may be reflective of children moving out of the homes as they become adults while their parents remain there, or possibly some residents who now utilize a second home as their primary address and their Alpine house becomes a secondary address.

Table 12: Population Growth (1920 to 2022*)
Alpine, New Jersey

Year	Population	Population Change	Percent Change
1920	350	--	--
1930	521	171	48.8
1940	626	105	20.2
1950	644	18	2.9
1960	921	277	43.0
1970	1,344	423	46.0
1980	1,549	205	15.3
1990	1,716	167	10.8
2000	2,183	467	27.2
2010	1,849	-334	-15%
2020	1,762	-87	-5%
2022*	1,449	-131	-18%

* 2022 data is the average between January 2018 and December 2022.

Sources: Bergen County Data Book – 2003; 2022 American Community Survey 5-Year Estimates.

- a. 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 65 -84 increased by more than 100 percent between 2010 and 2022. The percentage of the population age 0 to 19 remained around 17 percent during this period. Alpine’s median age in 2010 was 48.2 years, which then increased to 50.9 in 2020 and decreased to 49.2 in 2022.

Table 13: Age Characteristics (2010, 2020 and 2022*)
Alpine, New Jersey

Age	2010		2020		2022*	
	Number	Percent	Number	Percent	Number	Percent
Under 5 years	74	4.0	62	3.5	68	3.4
5 to 19 years	244	13.2	222	12.6	363	25
20 to 24 years	213	11.5	172	9.8		
25 to 34 years	126	6.8	146	8.3	76	5
35 to 44 years	169	9.1	152	8.6	147	10
45 to 54 years	313	16.9	227	12.9	176	12
55 to 64 years	357	19.3	277	15.7	157	11
65 to 84 years	196	10.6	279	15.8	401	28
85 years and over	121	6.5	153	8.7	61	4
Total	1,849	100	1,762	100	1,449	100
Median Age	48.2		50.9		49.2	

* 2022 data is the average between January 2018 and December 2022.

Sources: U.S. Census – 2010 & 2020; & 2022 American Community Survey 5-Year Estimates.

3. Average Household Size. The average household size for the Borough has declined steadily since 1970 with a slight tick up from 2.82 in 2020 to 3.0 in 2022 according to the ACS data.

Table 14: Average Household Size (1970 to 2022*)
Alpine, New Jersey

Year	Total Population	Number of Households	Average Household Size
1970	1,344	369	3.63
1980	1,549	495	3.13
1990	1,716	534	3.21
2000	2,183	708	3.08
2010	1,849	611	3.03
2020	1,762	518	2.82
2022*	1,449	515	3.00

* 2022 data is the average between January 2018 and December 2022.

Sources: Bergen County Data Book – 2003; 2010 & 2020 U.S. Census; 2022 American Community Survey 5-Year Estimates.

4. Household Income. Detailed household income figures are shown in the table below. In 2022, more than half of all Alpine households earned annual incomes of \$200,000 or more.

Table 15: Household Income (2020* and 2022*)
Alpine, New Jersey

Income Category	2020*		2022*	
	Number	Percent	Number	Percent
Less than \$10,000	17	3%	15	2.9
\$10,000 to \$14,999	22	4%	11	2.1
\$15,000 to \$24,999	15	3%	4	0.8
\$25,000 to \$34,999	10	2%	3	0.6
\$35,000 to \$49,999	20	4%	31	6.0
\$50,000 to \$74,999	27	5%	19	3.7
\$75,000 to \$99,999	39	8%	29	5.6
\$100,000 to \$149,999	81	16%	44	8.5
\$150,000 to \$199,999	67	13%	86	16.7
\$200,000 or more	220	42%	273	53.0
Total	518	100%	515	100.0
Median Household Income	\$161,346		\$228,194	

* Data is the 5-year period estimate which is the average of the 5-year period leading up through end of year displayed.

Sources: U.S. Census – 2010; 2020 & 2022 American Community Survey 5-Year Estimates.

E. EMPLOYMENT ANALYSIS

The following section is an analysis of the existing and probable future employment characteristics of the community. The associated 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 Alpine’s civilian labor force went from 1.7 percent in 2010 up to 4.5 percent in 2020 and was estimated to be as high as 8.9 percent according to the 2022 ACS data. Unemployment rates across the country had risen to unprecedented levels as a result of the Covid-19 pandemic. The percentage of Alpine’s population not in the labor force is higher than national averages, and is likely reflective of retirees remaining in the community.

Table 16: Employment Status, Population 16 and Over (2010, 2020* and 2022*)
Alpine, New Jersey

Employment Status	2010*		2020*		2022*	
	#	%	#	%	#	%
In labor force	904	57.3	606	52.7	637	55.3
Civilian labor force	904	57.3	606	52.7	637	55.3
Employed	889	56.3	579	50.3	580	50.3
Unemployed	15	0.9	27	2.3	57	4.9
% of civilian labor force	--	1.7	--	4.5	--	8.9
Armed Forces	0	0.0	0	0	0	0.0
Not in labor force	675	42.7	544	47	515	44.7
Total Population 16 and Over	1,579	100	1,150	100	1,152	100.0

* Data is the 5-year period estimate which is the average of the 5-year period leading up through end of year displayed.
Sources: 2010, 2020 & 2022 American Community Survey 5-Year Estimates.

2. Employment Characteristics of Employed Residents. The following two tables detail information on the employment characteristics of employed Alpine residents. Table 17 details occupation characteristics, while Table 18 details industry characteristics.

Table 17: Employed Residents Age 16 and Over, By Occupation (2010, 2020 and 2022*)
Alpine, New Jersey

Occupation	2010*		2020*		2022*	
	#	%	#	%	#	%
Management, business, science & arts	521	58.6	395	68.2	380	65.5
Service	89	10.0	39	6.7	46	7.9
Sales & office	249	28.0	128	22.1	125	21.6
Natural resources, construction & maintenance	23	2.6	14	2.4	14	2.4
Production, transportation & material moving	7	0.8	3	0.5	15	2.6
Total	889	100	579	100	580	100

* Data is the 5-year period estimate which is the average of the 5-year period leading up through end of year displayed.
Sources: 2010, 2020 & 2022 American Community Survey 5-Year Estimates.

Table 18: Employed Residents Age 16 and Over, By Industry (2010, 2020* and 2022*)
Alpine, New Jersey

Industry	2010*		2020*		2022*	
	Number	Percent	Number	Percent	Number	Percent
Agriculture, forestry, fishing, hunting and mining	10	1.1%	0	0.0	0	0.0
Construction	41	4.6%	17	2.9	51	8.8
Manufacturing	46	5.2%	40	6.9	48	8.3
Wholesale trade	98	11.0%	71	12.3	29	5.0
Retail trade	60	6.7%	21	3.6	23	4.0
Transportation, warehousing and utilities	22	2.5%	12	2.1	20	3.4
Information	16	1.8%	15	2.6	14	2.4
Finance, insurance, real estate and rental and leasing	180	20.2%	102	17.6	109	18.8
Professional, scientific, management, administrative and waste management services	145	16.3%	65	11.2	78	13.4
Educational, health and social services	141	15.9%	137	23.7	162	27.9
Arts, entertainment, recreation, accommodation and food services	54	6.1%	44	7.6	26	4.5
Other services	51	5.7%	55	9.5	20	3.4
Public administration	25	2.8%	0	0.0	0	0.0
Total	889	100	579	100	580	100

* Data is the 5-year period estimate which is the average of the 5-year period leading up through end of year displayed.
Sources: 2010, 2020 & 2022 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 Alpine’s average annual employment covered by unemployment insurance between 2013 and 2022 (the latest available data). As shown, the Borough’s employment fluctuated, ranging from a peak in 2013 of 673 jobs down to 452 jobs in 2020. The job numbers increased back up to above 500 again in 2022.

Table 19: Average Covered Employment (2013 to 2022*)
Alpine, New Jersey

Year	Number of Jobs	Change in Number of Jobs	Percent Change (%)
2013	673	-	-
2014	587	-86	-14.7%
2018	538	-49	-9.1%
2019	498	-40	-8.0%
2020	452	-46	-10.2%
2021	467	15	3.2%
2022	508	41	8.1%

*Private sector job data unavailable for 2015, 2016 and 2017.

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 just over 20,000 square feet of non-residential space during this period, the majority of which was office space. It is noted that non-residential building permits were issued in only three of the past ten years.

Table 20: Square Feet of Non-Residential Space
Authorized by Building Permits (2005 to 2014)
Alpine, New Jersey

Year Issued	Office	Storage	Total
2014	16,050	3,250	19,300
2015	0	0	0
2016	0	306	306
2017	0	0	0
2018	0	0	0
2019	816	0	816
2020	0	0	0
2021	380	0	380
2022	0	0	0
Total	17,246	3,556	20,802

Source: New Jersey Construction Reporter.

- c. Approved But Not Yet Built Non-Residential Development. There are currently no non-residential developments that have received approval from the Borough's land use boards yet are still awaiting the issuance of building permits.
- d. Probable Non-Residential Development of Lands. The Borough has experienced light non-residential growth in the past ten years. The Borough does not anticipate any significant non-residential development over the next decade.

- e. Probable Future Employment Characteristics. As detailed in Table 19 above, Alpine’s employment fluctuated between 2013 and 2022. It is noted that the basis for the number of jobs in a given community comes from the use of postal addresses. The available data suggests that there are a significant number of reported jobs which are the result of firms using Alpine as a postal box address. As such, many of the reported jobs are not physically situated in the Borough. This trend, combined with the lack of any significant amount of developable acreage for non-residential purposes, suggests that future employment within the Borough will not increase appreciably over the next ten years.

SECTION II: FAIR SHARE OBLIGATION

A. CALCULATION OF FAIR SHARE OBLIGATION

The Borough's fair share affordable housing obligation is a function of three components. It consists of the community's rehabilitation share, any remaining prior round obligation (1987-1999), and the third-round prospective need obligation (1999-2025).

Each of the three components combines to determine the municipality's total affordable housing obligation. Details regarding each of the components is provided below.

1. 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 Borough has been assigned a rehabilitation obligation of 4 rehabilitation units as part of its Third Round obligations. The Borough's plan to address this component is discussed in the Fair Share Plan section of this report.

2. Remaining Prior Round Obligation. The Prior Round obligation is comprised of the prior rounds' prospective need (Rounds 1 and 2). In 1987, COAH adopted regulations for first round obligations applicable from 1987 to 1993 and, in 1994, COAH adopted second round obligations that created a cumulative obligation from 1987 to 1999. The adopted, combined first and second round housing need numbers for Alpine indicated a 214-unit affordable housing new construction obligation. In accordance with COAH's 20 percent cap rule, this first and second round 'combined' number was reduced to 108 units, which was ultimately further reduced to 32 units through a vacant land adjustment awarded as part of a Judgment of Compliance and Repose received December 28, 2000 (see Appendix A-1).

In accordance with its Prior Round Housing Plan, adopted on June 9, 2000 and revised on September 1, 2000, ("2000 Housing Plan"), the Borough addressed its 32 unit new construction obligation through a combination of a 16 unit Regional Contribution Agreement (RCA) with the Borough of Fairview, a 100 percent affordable municipally-sponsored development containing 8 rental units, and 8 rental bonus credits. Each of these plan components have been fully implemented, as shown in the table below. As such, Alpine has no remaining prior round obligation to be addressed.

**Table 21: Past Affordable Housing Completions
Alpine, New Jersey**

Plan Component	# of Units	Status
RCA: Borough of Fairview	16	Completed
100% Affordable Rental Development: Block 39 Lot 2.01	8	Completed
Rental Bonus Credits	8	Completed
Total	32	--

3. Third-Round Prospective Need Obligation. The state of the Third-Round affordable housing obligations for municipalities throughout New Jersey has, for a long time, been a fluid one, given the fact that neither the Courts, COAH, nor the legislature had come up with a definitive set of housing-need numbers that has been universally accepted. However, it is clear that, regardless of that history, Alpine’s realistic development potential is limited.

As discussed previously in this report, the Borough has unique characteristics that, in their totality, pose serious challenges to development and, furthermore, are not conducive to the development of high-density housing. This is a function of the fully developed nature of the community, the substantial amount of environmental constraints impacting vacant land, and the lack of sanitary sewer infrastructure. Much of the community also faces significant stormwater management obstacles owing to problematic subsurface conditions, including rock at very shallow depths and high groundwater conditions. The lack of a commercial district, as well as the lack of access to mass transit, also underscores the Borough’s incompatibility with higher intensity development.

This was recognized in a report entitled “Master’s Report on the Mount Laurel Compliance Plan of the Borough of Alpine,” dated June 23, 2000 (“2000 Master’s Report”), prepared by the Borough’s initial Special Master, Philip B. Caton, PP, AICP, wherein he recommended the Borough have no Third Round additional obligation unless new land became available for affordable housing.

As stated on page 5 of the 2000 Master’s Report (see Appendix A-1):

“Furthermore, the Borough seeks, and I endorse its application for an adjustment to reduce its Calculated Need from 108 units to 32 units due to a lack of vacant suitable land with which to meet it[s] full allocation. Consequently, even if the Borough’s third cycle Fair Share allocation were to increase, in the absence of additional vacant land it would still be adjusted back down to 32 units.”

The Borough has undertaken a vacant land adjustment (VLA) and realistic development potential (RDP) analysis, pursuant to COAH’s applicable rules. The VLA identified all vacant sites which were not previously addressed in the vacant land adjustment approved under the 2000 Judgement of

Compliance and Repose. These vacant sites were then evaluated for size (a minimum of 0.83 acres) and environmental constraints (wetlands, steep slopes, flood plains and related issues) pursuant to the applicable regulations. The remaining acreage to be utilized was then calculated to determine the Borough's RDP.

The analysis, as presented in the accompanying Vacant Land Assessment map and table, reveals there are 20 acres of vacant land in the community which were not previously addressed in the vacant land adjustment approved under the 2000 Judgement of Compliance and Repose. Of those 20 acres, a total of 15.7 acres are comprised of sites that are minimally 0.83 acres in size. Pursuant to the applicable regulations, a minimum presumptive density of six dwelling units per acre were imposed on this acreage, and then a twenty percent set-aside was imposed on that calculation. This formula translates to an RDP of 32 units. This is reflected in the Borough's settlement agreement with FSHC.

The proposed method to address this component is detailed in the Fair Share Plan section of this report.

B. SUMMARY OF FAIR SHARE OBLIGATION

As discussed above, the Borough's total fair share affordable housing obligation is the sum of the rehabilitation share, any remaining prior round obligation, and the Third-Round prospective need obligation. As shown below, Alpine has a total fair share obligation of 32 prospective need units and a 4 unit rehabilitation component.

Table 22: Total Fair Share Obligation
Alpine, New Jersey

Plan Component	Obligation
Rehabilitation share	4
Remaining prior round obligation	0
Third round prospective need obligation	32
Total	36



Legend

- Municipal Boundary
- Parcels
- Vacant/Municipal Government Parcels
- Wetlands
- Wetlands 50' Buffer
- C1 Stream
- C1 Buffer
- Steep Slopes
- Less than 15%
- Greater than 15%

Vacant Land Assessment

No.	Description	Date	Drawn	Checked

Drawn: []
 Checked: []

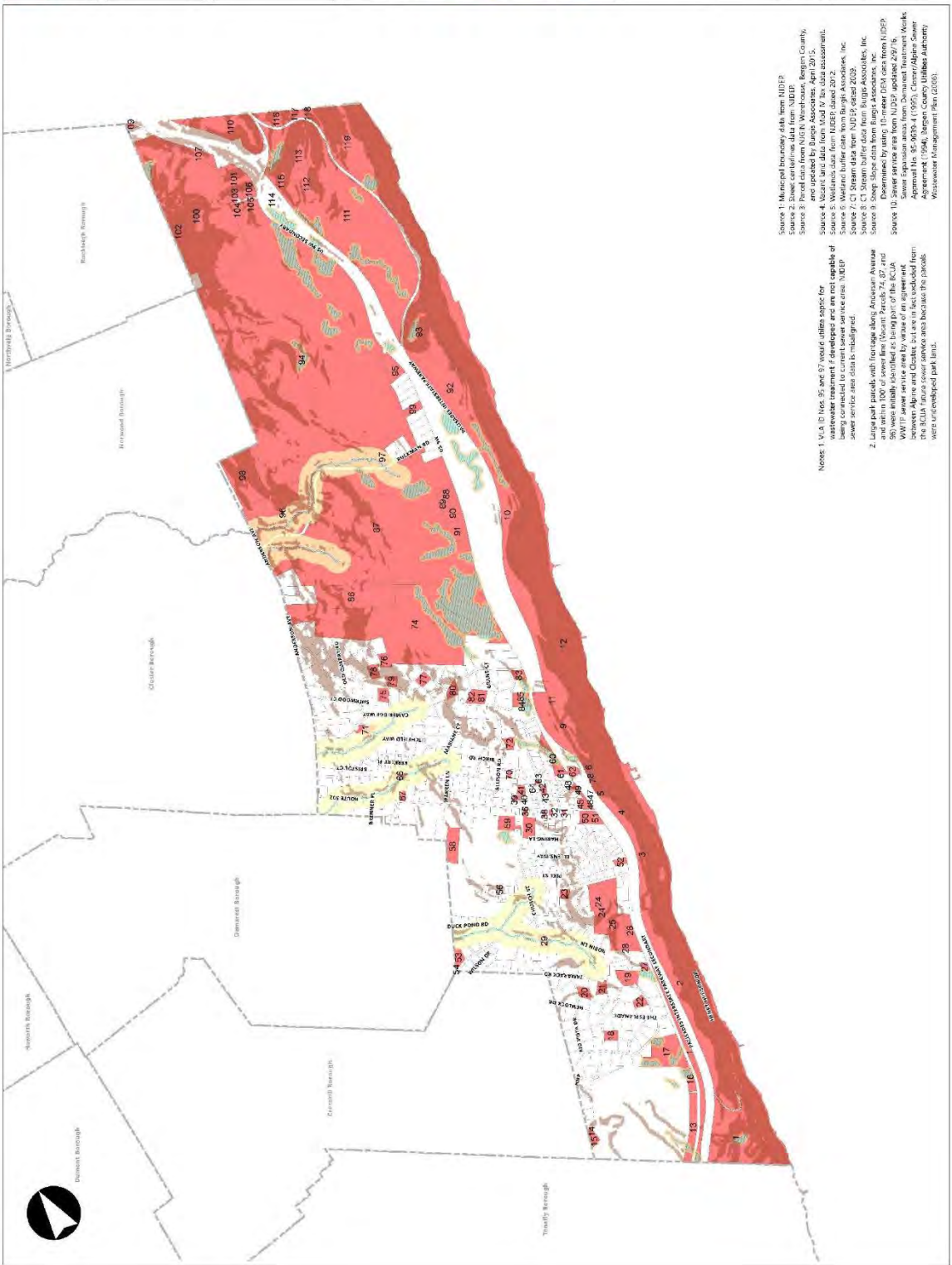
Graphic Scale

0 462 1300 2600 Feet

PROJECT INFORMATION

PROJECT NO. BERGEN-103
 SHEET NO. 07/1420
 DATE: 08/2012
 SCALE: 1" = 100'

PROJECT TITLE: ALPINE HOUSING PLAN
 CLIENT: BOROUGH OF ALPINE
 DRAWN BY: []
 CHECKED BY: []
 DATE: 08/2012



Source 1: Municipal boundary data from NJDEP
 Source 2: Street centerline data from NJDEP
 Source 3: Parcel data from NJDEP
 Source 4: Wetlands data from NJDEP
 Source 5: Wetlands 50' Buffer data from NJDEP
 Source 6: Wetlands data from NJDEP
 Source 7: C1 Stream data from NJDEP
 Source 8: C1 Buffer data from NJDEP
 Source 9: Steep Slope data from NJDEP
 Source 10: Sewer service area from NJDEP
 Source 11: Sewer service area from NJDEP
 Source 12: Sewer service area from NJDEP
 Source 13: Sewer service area from NJDEP
 Source 14: Sewer service area from NJDEP
 Source 15: Sewer service area from NJDEP

Notes:
 1. Vacant parcels 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Table 23: Third Round Vacant Land and RDP Analysis (From Settlement Agreement)
Alpine, New Jersey

Sites (by ID#)	Block	Lot	Street Address	Total Site Area (acres)	Developable Acres (includes C-1 waters and buffers)	RDP Density (units/acre)	Total RDP (affordable housing units)
18	21	12	Drive	2.16	2.16	8	2.6
21	22	26	46 Tamarack Road	1.94	1.07	6	1.3
22	22	5	11 Tulip Tree Road	1.93	1.93	6	2.3
28	39	8	Route 9W	2.55	2.00	6	2.4
45	48	3	Closter Dock Road	0.87	0.87	6	1.0
52	49	19	48 Glen Coin Drive	1.21	1.21	6	1.5
53*	50	1.02	365 Hillside Avenue	1.03	1.03	6	1.2
67	71	10.02	847 Closter Dock Road	1.00	1.00	6	1.2
71	77	3	16 Cambridge Way	2.28	2.28	6	2.7
72	79.03	3	40 Allison Road	1.83	1.74	6	2.1
81	81.06	21	11 Schaffer Road	2	1.98	6	2.4
82	81.06	22	7 Schaffer Road	2	1.84	6	2.2
84	81.08	4	28 Schaffer Road	1.92	0.89	6	1.1
A (Sylco/Karnson)	55	25, 01, 26, 27 & 30	2 Frick Drive, 854-858 Closter Dock Road, and 1 Appletree Lane	20.5			8.0
TOTAL RDP							32.0

SECTION III: FAIR SHARE PLAN

A. PLAN COMPONENTS

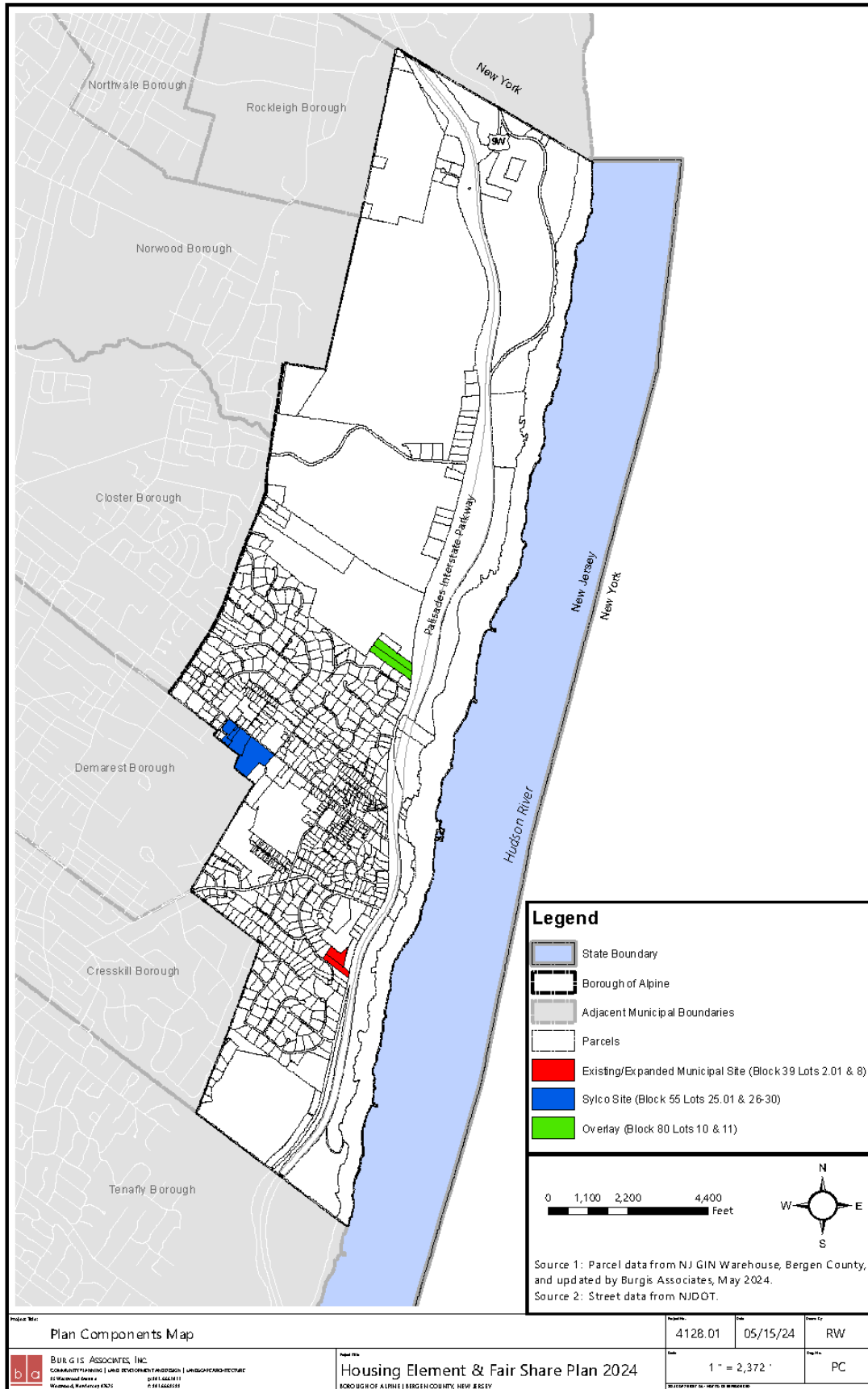
As noted above, the Borough's total fair share affordable housing obligation is the sum of the rehabilitation share, any remaining prior round obligation, and the Third-Round prospective need obligation. As detailed herein, Alpine has a total fair share obligation of 32 prospective need units and a 4 unit rehabilitation component. Its prior round obligation has previously been fully addressed.

The projects, mechanisms and funding sources which will be used to meet the Borough's affordable housing obligation are detailed below. In summary, Alpine proposes to address its affordable housing obligations through participation in the Bergen County Rehabilitation Program. Its Prior Round realistic development potential has previously been addressed. Its' prospective need's realistic development potential is to be addressed through development on the Sylco site on Closter Dock Road with 40 townhouses, of which 8 will be deed restricted as affordable units, an additional four bedroom group home and a mix of one- and two-bedroom supportive housing apartments, aggregating 14 bedrooms to be placed on Alpine's existing 100%, 8 unit affordable housing site, and 4 accessory apartment units. Additionally, the Plan calls for an affordable housing overlay zone on Block 80 Lots 10 and 11 (the Radio/Telecommunications Tower site) where a total of 35 dwellings inclusive of 7 affordable units shall be permitted, along with a mandatory affordable housing set-aside ordinance designed to capture unmet need units.

The location of the sites referenced above is identified on the accompanying Plan Components Map.

1. Rehabilitation Obligation

As noted above, the Borough proposes to address its affordable housing obligations through participation in the Bergen County Rehabilitation Program. As noted in the October 18, 2023 settlement agreement with FSHC, "due to the de minimus rental component of the Borough's housing stock, the Borough shall not be required to establish and support a local housing rental rehabilitation program."



Project No. **Plan Components Map**

BURGIS ASSOCIATES, INC.
 COMMUNITY PLANNING | LAND DEVELOPMENT DESIGN | LANDSCAPE ARCHITECTURE
 25 Westwood Avenue • 07675
 Westwood, New Jersey 07675 • 201.666.2599

Housing Element & Fair Share Plan 2024
 BOROUGH OF ALPINE | BERGEN COUNTY, NEW JERSEY

2. Sylco Site. The Sylco site is planned to address a portion of the Borough’s RDP. This property is identified as Block 55 Lots 25.01 and 26 through 30. It is located on the southerly side of Closter Dock Road, between Frick Drive and Appletree lane. The property occupies an area of 19.45 acres and is irregular in shape. Its dimensions include over 1,600 feet of frontage along Closter Dock Road and a depth measure at midpoint of nearly 1,400 feet.

The site is characterized by a variety of environmental constraints, including delineated freshwater wetlands and associated wetland buffers, C-1 stream and associated C-1 stream 300 foot buffers, state open waters steep slopes, and a conservation easement. This is depicted on an accompanying Environmental Constraints Map prepared by the Borough engineer.

The site’s environmentally constrained area encompasses a total of 12.17 acres, or 63 percent of the site’s acreage, indicating 7.29 acres (37 percent) of the site’s acreage is unconstrained.

The plan for this site is to have the property developed with 40 townhouse units, inclusive of 8 deed restricted affordable units. The affordable units shall be fully integrated with the market rate units, and their occupants shall have full access to all on-site amenities.

The affordable units will consist of the following low/moderate income distribution:

Moderate-Income Units:	4 dwellings
Low-Income Units:	2 dwellings
Very-Low-Income Units:	2 dwellings

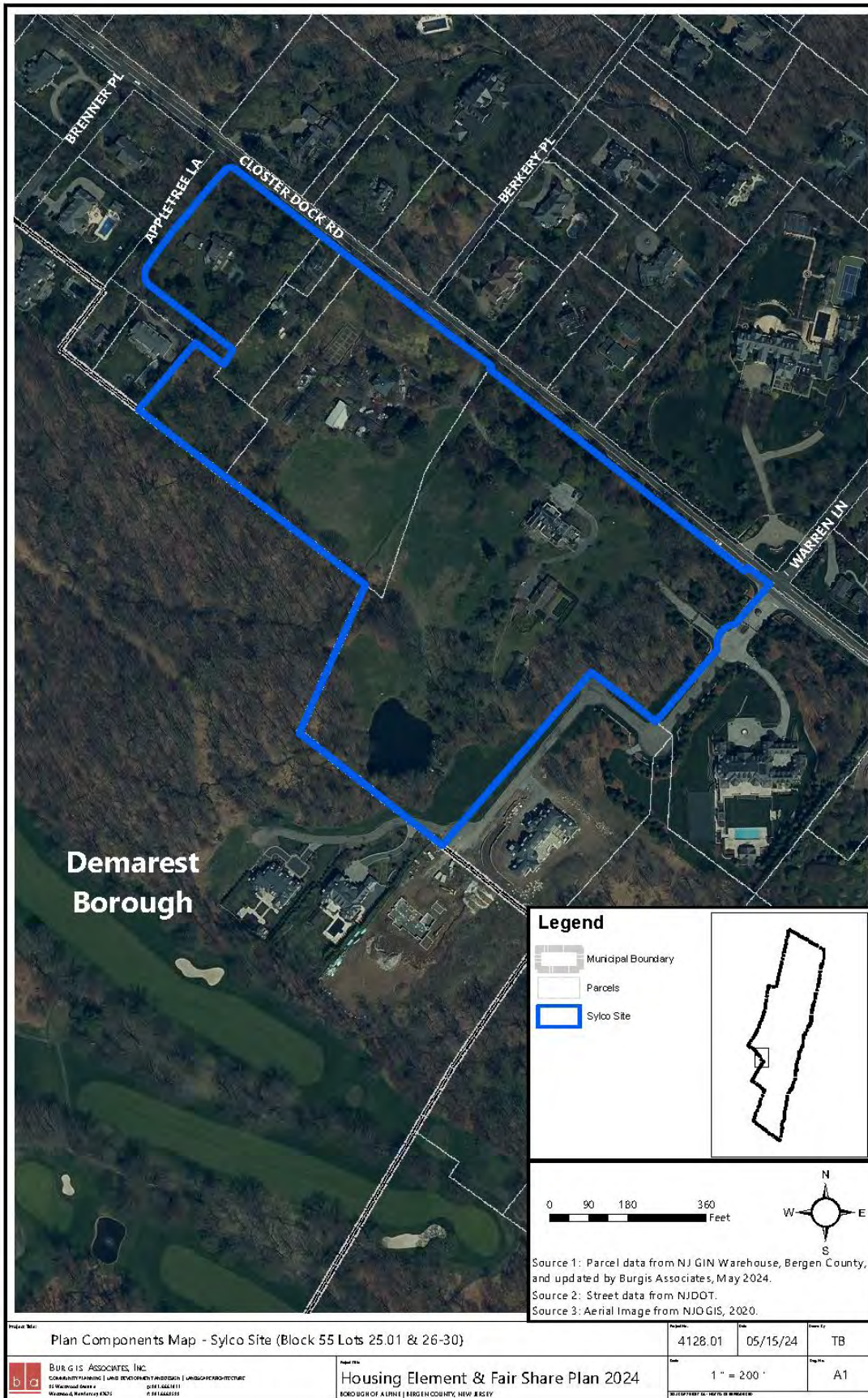
The affordable units shall consist of the following bedroom distribution count:

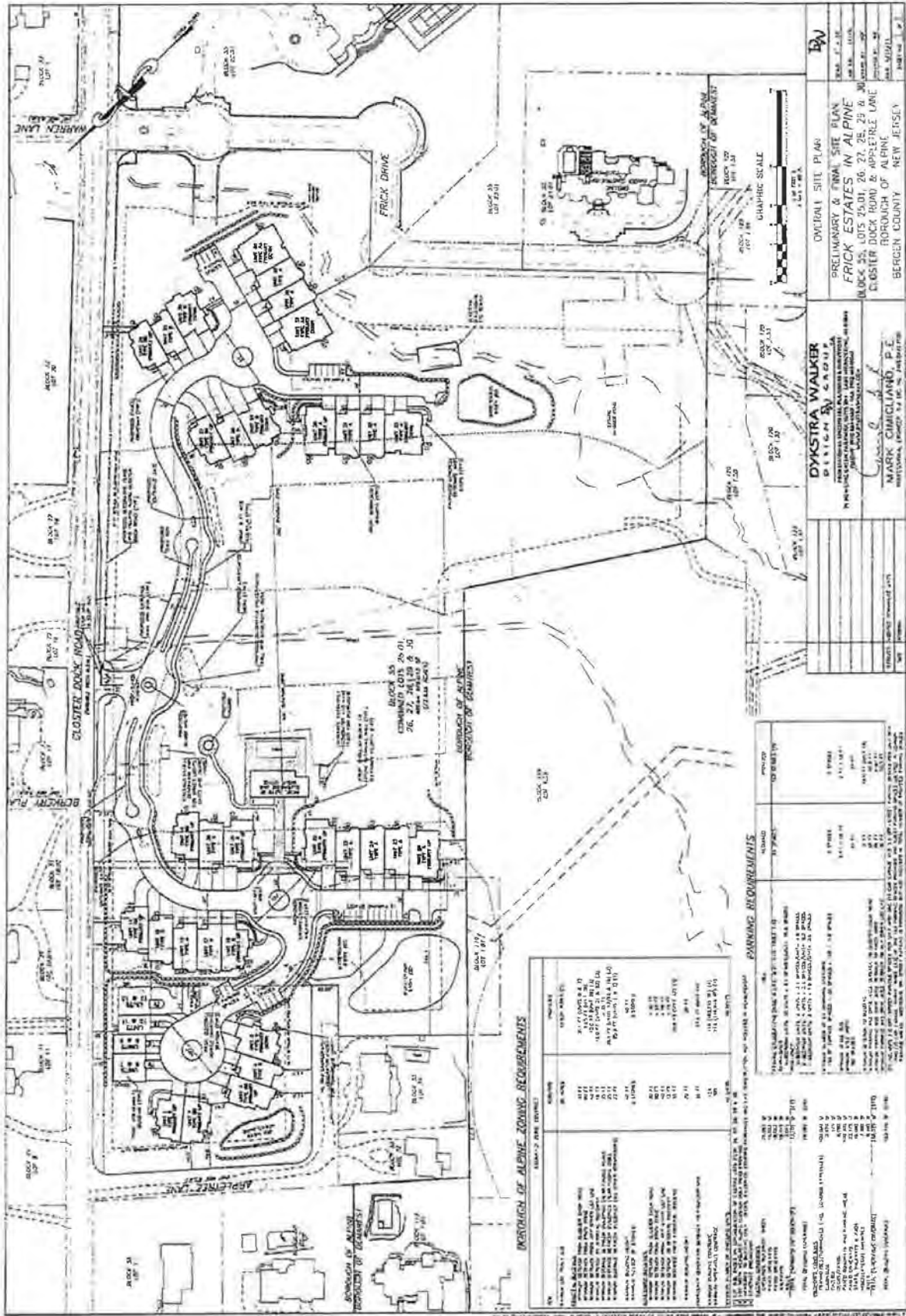
One Bedroom Affordable Unit:	1 dwelling
Two Bedroom Affordable Units:	5 dwellings
Three Bedroom Affordable Units:	2 dwellings

There shall be permitted a veterans’ preference for as many as 50 percent of the affordable units. With respect to the market rate units, the developer of the project shall determine the bedroom distribution of the thirty-two market rate units.

As part of a development application, the Borough agrees to vacate a portion of Appletree Lane upon site plan approval of the project. This vacation is to encompass that portion of Appletree Lane from its easterly terminus, running westerly for a linear distance of 55 feet.

The preliminary concept plan for the property is shown on an accompanying page, along with some preliminary conceptual architectural façade schemes for the development. The ordinance to implement this plan is in the appendix.





DWG. NO. 11
 DATE: 10/20/11
 PROJECT: FRICK ESTATES IN ALPINE
 PREPARED BY: DWYKSTRA WALKER
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 SCALE: AS SHOWN
 SHEET NO. 1 OF 1

DYKSTRA WALKER
 DESIGN GROUP
 1000 WESTWOOD AVENUE, SUITE 200
 WESTWOOD, NEW JERSEY 07675
 TEL: 201.666.2599
 FAX: 201.666.2598
 WWW.DYKSTRAWALKER.COM

PRELIMINARY & FINAL SITE PLAN
FRICK ESTATES IN ALPINE
 BLOCK 52, LOTS 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010
 CLUSTER DOCK ROAD, ALPINE
 BERGEN COUNTY, NEW JERSEY

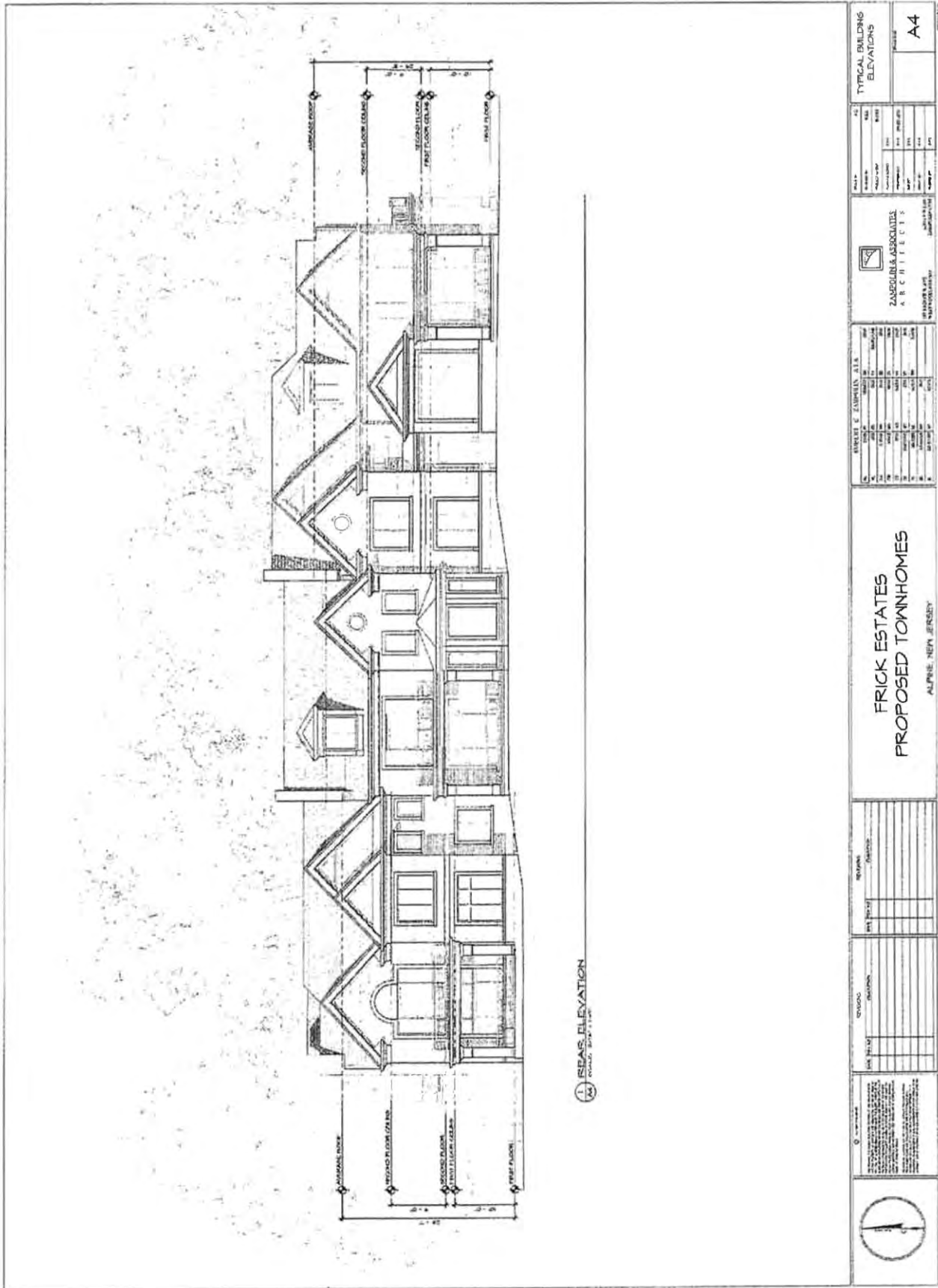
MARK CIMICLIANO, P.E.
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF NEW JERSEY
 LICENSE NO. 120000001

BERGEN COUNTY ZONING REQUIREMENTS

REQUIREMENT	MINIMUM	MAXIMUM
Lot Area	10,000 sq. ft.	100,000 sq. ft.
Front Setback	10 feet	20 feet
Side Setback	5 feet	10 feet
Rear Setback	5 feet	10 feet
Height	35 feet	45 feet
Number of Units	1	2
Number of Stories	1	2
Number of Parking Spaces	1	2

PARKING REQUIREMENTS

Category	Requirement
Residential	1 space per unit
Commercial	1 space per 100 sq. ft.
Public	1 space per 100 sq. ft.
Off-street	Must be paved and have adequate drainage
Lighting	Must be provided for all parking spaces
Signage	Must be provided for all parking spaces



SEAS ELEVATION
 SCALE: 1/8" = 1'-0"

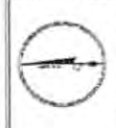
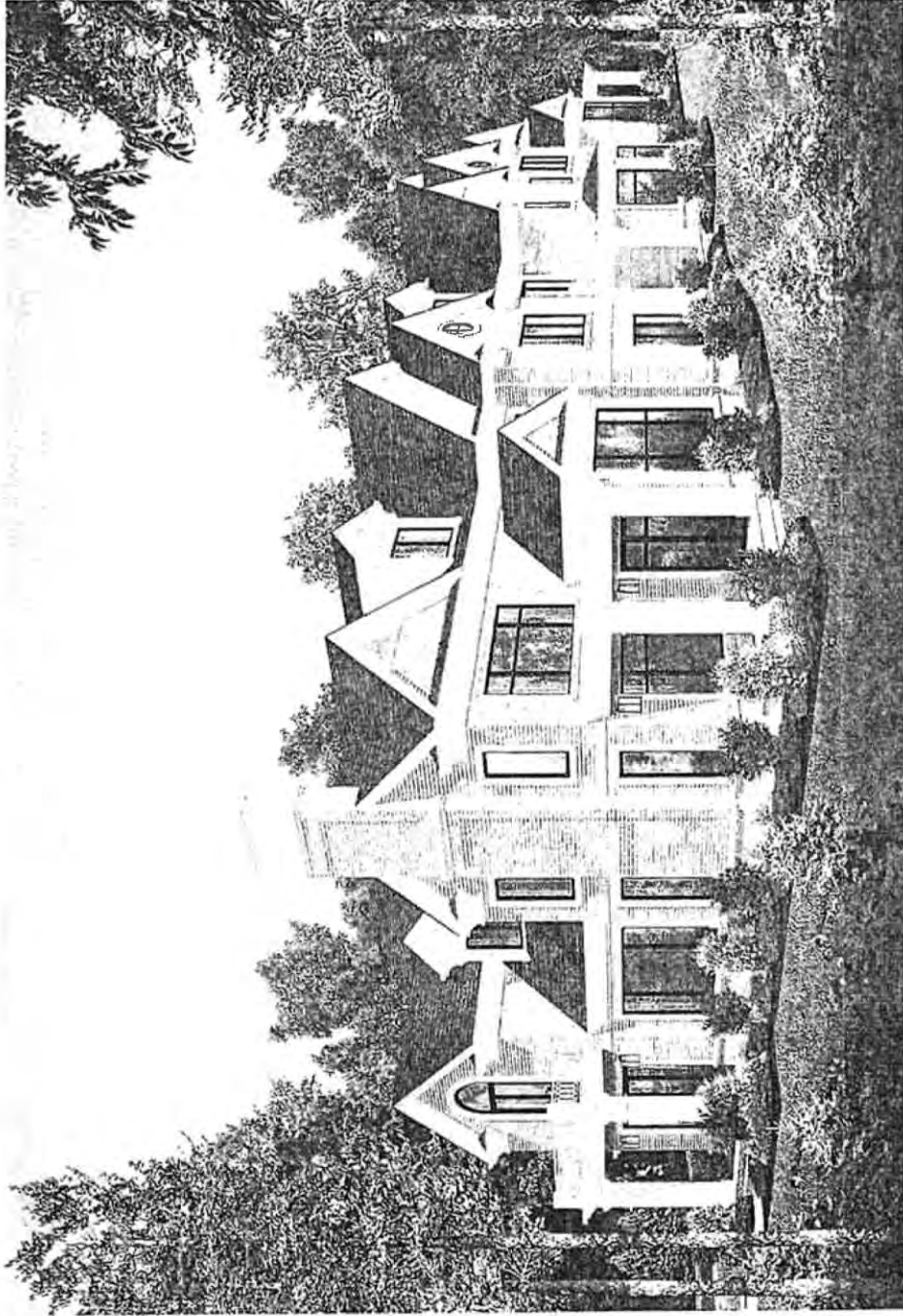
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<p>ARCHITECT ZANDELLI & ASSOCIATES ARCHITECTS</p> <p>1000 WEST 11TH STREET, SUITE 200, ALPINE, NJ 07003</p> <p>TEL: 908.466.1100 FAX: 908.466.1101</p>	<table border="1"> <tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th><th>CHKD.</th></tr> <tr><td>1</td><td>08/2016</td><td>ISSUED FOR PERMITS</td><td>JHB</td><td>JHB</td></tr> <tr><td>2</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>3</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>4</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>5</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>6</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>7</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>8</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>9</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>10</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>11</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>12</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>13</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>14</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>15</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>16</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>17</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>18</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>19</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> <tr><td>20</td><td>08/2016</td><td>REVISIONS</td><td>JHB</td><td>JHB</td></tr> </table>	NO.	DATE	DESCRIPTION	BY	CHKD.	1	08/2016	ISSUED FOR PERMITS	JHB	JHB	2	08/2016	REVISIONS	JHB	JHB	3	08/2016	REVISIONS	JHB	JHB	4	08/2016	REVISIONS	JHB	JHB	5	08/2016	REVISIONS	JHB	JHB	6	08/2016	REVISIONS	JHB	JHB	7	08/2016	REVISIONS	JHB	JHB	8	08/2016	REVISIONS	JHB	JHB	9	08/2016	REVISIONS	JHB	JHB	10	08/2016	REVISIONS	JHB	JHB	11	08/2016	REVISIONS	JHB	JHB	12	08/2016	REVISIONS	JHB	JHB	13	08/2016	REVISIONS	JHB	JHB	14	08/2016	REVISIONS	JHB	JHB	15	08/2016	REVISIONS	JHB	JHB	16	08/2016	REVISIONS	JHB	JHB	17	08/2016	REVISIONS	JHB	JHB	18	08/2016	REVISIONS	JHB	JHB	19	08/2016	REVISIONS	JHB	JHB	20	08/2016	REVISIONS	JHB	JHB
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BUILDING MATERIALS

WHITE BRICK

LIGHT TONED Limestone ACCENT/TRIM

DARK GREY COMPOSITE SLATE ROOFING



FRICK ESTATES
ALPINE, NEW JERSEY

NO.	DATE	DESCRIPTION	BY	CHKD BY

NO.	DATE	DESCRIPTION	BY	CHKD BY

**FRICK ESTATES
PROPOSED TOWNHOMES**
ALPINE, NEW JERSEY

NO.	DATE	DESCRIPTION	BY	CHKD BY

ZAMBONIA ASSOCIATES
ARCHITECTS

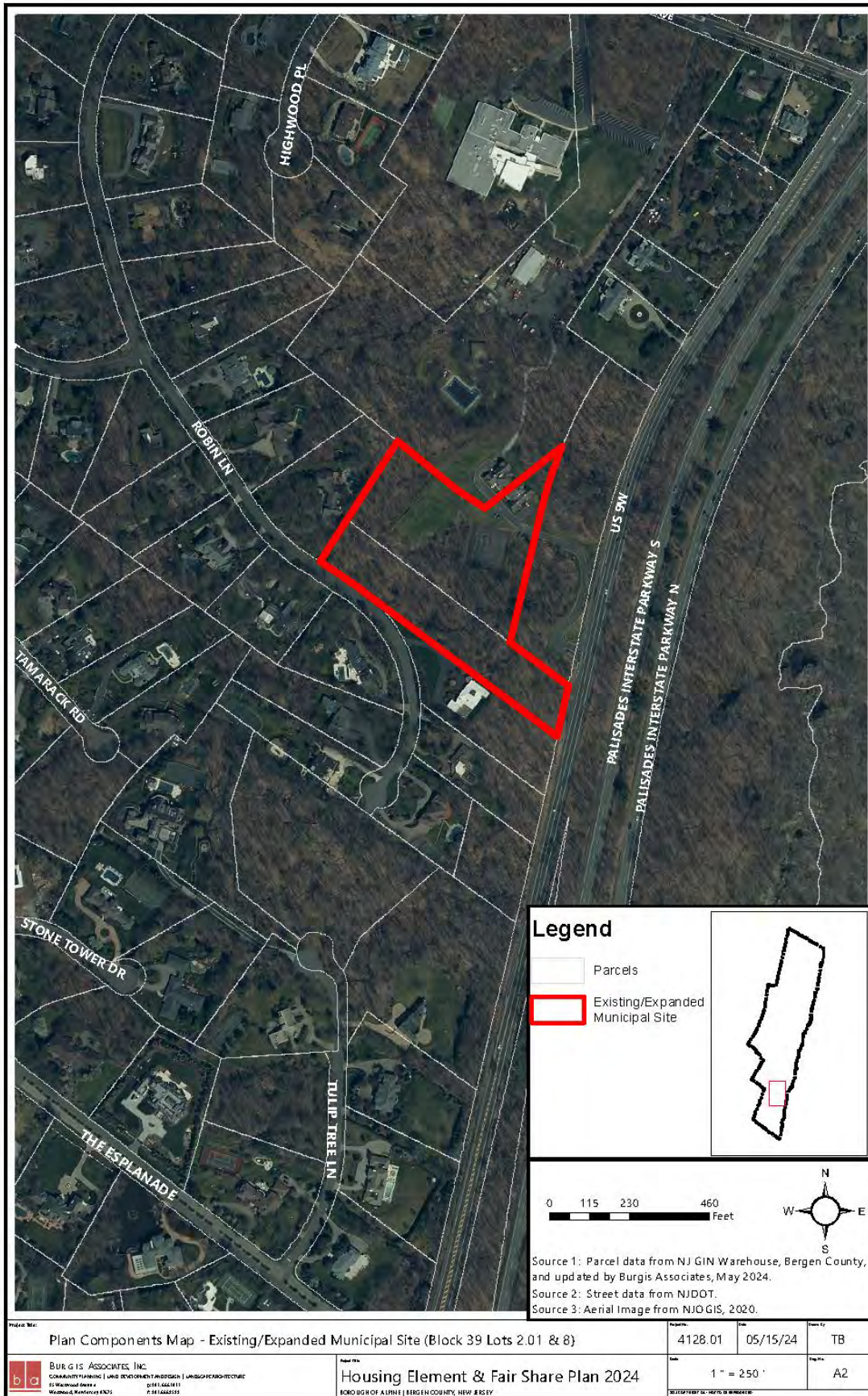
NO.	DATE	DESCRIPTION	BY	CHKD BY

RENDERINGS
OPTION WHITE BRICK
AB

3. Expanded Municipal Site. The Plan calls for the construction of an additional an additional four bedroom group home and a mix of one- and two-bedroom supportive housing apartments – aggregating 14 bedrooms – to be placed on Alpine’s existing 100% 8 unit affordable housing site located off of Route 9W in the southerly portion of the municipality. This project, like the one above, serves to address a portion of the Borough’s RDP.

The Borough has entered into an agreement with Bergen County United Way to develop this site with the additional affordable units noted above. This is a site that was previously developed as part of the Borough’s Prior Round affordable housing plan. It is now being proposed for an expansion with an additional four bedroom group home and a mix of affordable rental supportive housing units that will, in the aggregate, contain 14 bedrooms.

It is anticipated that the site can accommodate additional septic system capacity. If that is not the case, the Borough has agreed that it shall provide for any shortfall in unit count on a different site to be identified within 120 days of the issuance of a final non-appealable decision of the NJDEP on the septic issue.



Plan Map To Be Inserted When Received From BCUW, incl their proposed Construction Timetable

Radio/Telecommunications Tower site. This site is described in the settlement agreement as an Affordable Housing Overlay site to address a portion of the community’s unmet need. It is identified as Block 80 Lots 10 and 11. The property is located in the northerly portion of the community on the west side of Route 9W, immediately to the north of Timberline Drive. The site occupies an area of 8 acres and is rectangular in shape. The lot is developed with a 400-foot-tall radio/telecommunications tower, situated in the rear portion of the site.

The proposed 35 unit multi-family residential building and associated parking is situated in the easternmost portion of the property, setback approximately 150 feet from the road, and outside of the tower’s fall zone. The proposed plan contemplates a total of 7 of the 35 units would be deed restricted for occupancy by income qualified low-and-moderate income households.

The accompanying pages include an aerial of the site and surrounding area, followed by a conceptual design to indicate one way in which the site could be developed. A draft ordinance is provided in the appendix.

4. Mandatory Set-aside Ordinance. The municipality is also planning to address unmet through the adoption of a mandatory set-aside ordinance whereby any development proposed with five or more units must provide a 20 percent set-aside for income qualified low- and moderate-income households. A draft ordinance is provided in the appendix.
5. Development Fees. The Borough shall continue to impose development fees, as permitted by the applicable regulations. The funds generated by the collection of development fees will be applied directly toward implementation of the Borough’s Housing Element and Fair Share Plan. A draft development fee ordinance is included in the Appendix of this plan.
6. Mechanism to Generate Additional Affordable Units. The settlement agreement with FSHC also notes that additional sites could generate additional development with future sewer service tie-ins to satisfy a portion of the Borough’s unmet need. To facilitate this effort the HE&FSP includes this mechanism to create a realistic opportunity for the development of up to 15 affordable units through inclusionary development(s) that shall include market rate and affordable housing units, exclusive of allowing this provision to be applicable to the Sylco site which is to be dealt with in the manner outlined above.

The criteria for this mechanism to be implemented shall encompass the following provisions:

- a. The site must have a minimum lot width at street line and at setback line of 250 feet on the following county roads: Hillside Ave or Anderson Ave.
- b. The site must be within an existing sewer service area or within 500 feet of an existing sewer service area of the municipal border.
- c. Minimum Tract Size: 5 acres.
- d. Maximum Building Height: 3 stories and 42 feet.
- e. Minimum Front Yard: 75 feet (from Hillside or Anderson Aves)
- f. Minimum Side Yard: 50 feet.

- g. Minimum Rear Yard: 50 feet.
- h. Minimum Building Setback to Internal Drive: 20 feet
- i. Maximum Density: 6 dwelling units per acre.
- j. Maximum Building Coverage: 30 percent.
- k. Maximum Impervious Coverage: 50 percent.
- l. Minimum Distance Between Buildings: 30 feet.
- m. Maximum Building Length: 160 feet.
- n. Minimum Perimeter Landscape Buffer: 25 feet.
- o. Slope Disturbance: Governed by Section 22003E.

The process for offering and approval of a qualifying site shall be spelled out in any final judgment of compliance and repose. See Section 12b of the Settlement Agreement in the appendix for the structure of this process.





CUB200

Code	Description	Quantity	Unit
001	Construction	1	sq ft
002	Interior Finishes	1	sq ft
003	Exterior Finishes	1	sq ft
004	Roofing	1	sq ft
005	Mechanical	1	sq ft
006	Electrical	1	sq ft
007	Plumbing	1	sq ft
008	Fire Protection	1	sq ft
009	Life Safety	1	sq ft
010	Accessibility	1	sq ft
011	Other	1	sq ft

Notes:

1. All work shall conform to the latest edition of the International Building Code, and all applicable local codes and regulations.
2. All work shall be completed within the specified time frame.
3. All work shall be done in accordance with the approved construction documents.
4. All work shall be done in accordance with the approved contract documents.
5. All work shall be done in accordance with the approved specifications.
6. All work shall be done in accordance with the approved plans.
7. All work shall be done in accordance with the approved details.
8. All work shall be done in accordance with the approved sections.
9. All work shall be done in accordance with the approved schedules.
10. All work shall be done in accordance with the approved drawings.

County Zoning

Code	Description	Quantity	Unit
001	Construction	1	sq ft
002	Interior Finishes	1	sq ft
003	Exterior Finishes	1	sq ft
004	Roofing	1	sq ft
005	Mechanical	1	sq ft
006	Electrical	1	sq ft
007	Plumbing	1	sq ft
008	Fire Protection	1	sq ft
009	Life Safety	1	sq ft
010	Accessibility	1	sq ft
011	Other	1	sq ft

Building Schedule

Code	Description	Quantity	Unit
001	Construction	1	sq ft
002	Interior Finishes	1	sq ft
003	Exterior Finishes	1	sq ft
004	Roofing	1	sq ft
005	Mechanical	1	sq ft
006	Electrical	1	sq ft
007	Plumbing	1	sq ft
008	Fire Protection	1	sq ft
009	Life Safety	1	sq ft
010	Accessibility	1	sq ft
011	Other	1	sq ft

Professional Seal

Professional Engineer
 State of New Jersey
 License No. 123456789
 Date: 12/31/2023

Survey and Design

Professional Surveyor
 State of New Jersey
 License No. 987654321
 Date: 12/31/2023

Burgis Associates, Inc.

1234 Main Street
 Westwood, NJ 07675
 Tel: 201.666.1811
 Fax: 201.666.2599
 Email: jhb@burgis.com

APPENDICES

- A-1 2023 Settlement Agreement with Fair Share Housing Center
- A-2 2023 Settlement Agreement with Sylco
- A-3 Affordable Fair Housing Ordinance
- A-4 Draft Development Fee Ordinance
- A-5 Draft Amended Spending Plan (to be inserted)
- A-6 Accessory Apartment Ordinance
- A-7 Affordable Housing Set-Aside Ordinance
- A-8 Ordinance Establishing COAH-3 Ordinance (Sylco)
- A-9 Ordinance Establishing Affordable Housing-4 Overlay Ordinance (Tower Site)
- A-10 Affirmative Marketing Plan
- A-11 Resolution – COAH Housing Liaison
- A-12 UCC Certification
- A-13 Confirmation of Payment-Fairview RCA Nov 2000
- A-14 TKLD COAH Admin Agent 2024 Resolution

A-1 2023 Settlement Agreement with Fair Share Housing Center



Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammler, Esq.
Joshua D. Bauers, Esq.
Rachel N. Lokken, Esq.
Ashley J. Lee, Esq.
Esmé Devenney, Esq.
Will Fairhurst, Esq.

October 18, 2023

Edward J. Buzak, Esq.
Surenian, Edwards, Buzak, & Nolan LLC
150 River Road
Suite N4
Montville, NJ 07045

**Re: In the Matter of the Borough of Alpine, County of Bergen,
Docket No. BER-L-6286-15**

Dear Mr. Buzak:

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

Background

Alpine filed the above-captioned matter on July 8, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Borough and FSHC have agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Borough and FSHC hereby agree to the following terms:

1. FSHC agrees that the Borough, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round Obligation instead of doing so through plenary adjudication of the Third Round Obligation.

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

Present Need (per Jacobson Decision)	4
Prior Round Obligation (pursuant to <u>N.J.A.C. 5:93</u>)	214, adjusted per 20% cap to 108
Third Round (1999-2025) Obligation (per Jacobson Decision)	122 as adjusted pursuant to the 20% cap

FSHC and the Borough agree to the terms in this agreement solely for the purposes of settlement of this action. FSHC and the Borough, which each have their own methodology consultants, accept the Third-Round obligation of 122 units solely for the purposes of achieving a settlement of the litigation and is without prejudice to the parties' ability to challenge that Third-Round number during any proceedings involving subsequent rounds of affordable housing calculations after July 1, 2025.

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Gap Present Need which is a measure of households formed from 1999-2015 that need affordable housing that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), and the Prospective Need, which is a measure of the affordable housing need anticipated to be generated between July 1, 2015 and June 30, 2025.
5. As the Borough's Present Need obligation is four (4) units, it will participate in the Bergen County Rehabilitation Program. Due to the de minimus rental component of the Borough's housing stock, the Borough shall not be required to establish and support a local housing rental rehabilitation program.
6. As noted above, the Borough has a Prior Round Obligation of 214 units, that was adjusted by the court in 2000 on the basis of the 20% cap (pursuant to N.J.A.C. 5:93-2.16) to 108 units. The Borough received a Judgment of Repose on December 28, 2000 for its Prior Round Housing Element and Fair Share Plan. In that Judgment of Repose, the Borough received a vacant land adjustment and had a realistic development potential (RDP) of 32 units, as described in Exhibit A, and has a Prior Round Unmet Need of 76 units. The Borough's 32-unit Prior Round RDP was met as follows:

Name of Development	AH units/credits	Rental Bonus	Total Credits	Comments/Status
RCA Borough of Fairview	16		16	Completed
Municipal Development Block 39 Lot 2.01	8	8	16	Completed; family rental
Total	24	8	32	

7. As noted above, the Borough has a Third Round obligation of 122 units adjusted per the 20% cap. The Borough has updated its vacant land analysis. The Borough is eligible for a vacant land adjustment and has a Third Round realistic development potential (RDP) of 32 units, as described in Exhibit B and a Third Round Unmet Need, of 90 units. The Borough's Third Round RDP will be met as follows:

RDP = 32				
Name of Development	AH units/credits	Rental Bonus	Total Credits	Comments/Status
Sylco Development Block 55 Lots 25.01, 26 through 30	8	8	16	Settlement Agreement; family rental
Expanded Municipal site	14		14	Supportive housing
Accessory Apartments	4		4	Family rentals, Proposal outline below
Total	26	8	34	

The parties agree that in accordance with Paragraph 14(d) and applicable law that at least half the affordable units addressing RDP (or 12 family units per the following calculation $32 \text{ RDP} - 8 \text{ bonuses} = 24 \text{ units} \times 0.5 = 12 \text{ units}$) shall be available to families that are to be addressed as shown above through 8 Sylco family units and 4 accessory apartment family units.

8. The Sylco site – Block 55 Lots 25.01, 26 through 30. The Borough has entered into a settlement agreement with the owners of this approximately 22.624-acre property for the development of 40 residential units with an on-site affordable housing set-aside of 8 affordable housing units. The Sylco agreement shall be presented to the court simultaneously with this agreement at a fairness hearing in accordance with Paragraph 24 below. The Borough agrees to require Sylco to comply with all requirements of the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1, *et seq.*) (as modified below regarding very low-income statutory requirements) and the Second Round Rules on inclusionary developments at N.J.A.C. 5:93-5.6 including with respect to phasing of affordable units, integration of market-rate and affordable units, income and bedroom distribution, and the affordability controls deed restriction.
9. The Expanded Municipal site – Block 39 Lot 2.01. The Borough will provide a realistic opportunity for the development of affordable housing that will be developed or created through means other than inclusionary zoning at its Expanded Municipal site. The Borough has entered into an agreement with the Bergen County United Way to develop this property with additional affordable homes as described below:
- a. The Borough previously developed this site as part of its Prior Round affordable housing plan with 8 family rental affordable housing units. The Borough proposes to expand this site with additional affordable rental supportive housing units containing an aggregate 14 bedrooms. The parties understand that this property does not currently have access to public sewer service and public water and the original 8 affordable housing units on this site were developed utilizing a septic system and a

well. The parties anticipate that the septic system either has sufficient remaining capacity or will be expanded to handle the additional affordable rental supportive housing units containing an aggregate 14 bedrooms and that the existing well has sufficient capacity or can be expanded to create sufficient capacity to accommodate an additional 14 bedrooms. In the event that the New Jersey Department of Environmental Protection ("NJDEP") determines that the system is unable to handle the additional affordable rental supportive housing units containing an aggregate 14 bedrooms, the Borough agrees that it shall be required to provide for any shortfall on a different site to be identified no later than 120 days of the issuance of the final non-appealable decision of the NJDEP.

- b. In accordance with N.J.A.C. 5:93-5.5, the Borough recognizes that evidence of adequate and stable funding must be provided for any non-inclusionary affordable housing developments. The municipality shall direct that the project sponsor provides a pro forma of both total development costs and sources of funds and anticipated sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending within sixty days of this agreement.
 - c. In addition, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin by March 31, 2025. The Borough shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Borough will provide this information as part of its Housing Element and Fair Share Plan.
 - d. In the event that BC UW cannot begin construction of the proposed project, due to lack of funding or otherwise, by March 31, 2025, the Borough, in its sole discretion, within thirty (30) days after March 31, 2025, will either (i) amend its Plan, subject to the review and comment of FSHC and the Special Master and review and approval of the Court, to include valid compliance mechanisms that do not rely upon securing outside funding that will provide a realistic opportunity for additional affordable rental supportive housing units containing an aggregate 14 bedrooms, unless the Borough has created a realistic opportunity for additional affordable units, bedrooms, or credits not referenced in this Agreement (collectively, "Unanticipated Units") in which case the additional affordable rental supportive housing units containing an aggregate 14 bedrooms shall be reduced by said Unanticipated Units; or (ii) bond or take other necessary action to provide funding for the proposed project. If the Borough replaces some or all of the additional affordable rental supportive housing units containing an aggregate 14 bedrooms, the Unanticipated Units that replace any or all of the additional affordable rental supportive housing units containing an aggregate 14 bedrooms will be in compliance with all terms of this Agreement.
10. Accessory Apartment Program – the Borough will create an accessory apartment program for at least four (4) family rental units. Each of the four AHU's would be eligible for a subsidy of up to \$70,000.00 (\$280,000.00 in the aggregate) to assist in the conversion or creation of the accessory apartment. That program would remain in effect through July 1, 2025. Any units that were in progress or for which discussions have been initiated would continue after July 1, 2025. Any shortfall as of July 1, 2025 (excluding those in progress as mentioned in the previous sentence) would be addressed in the fourth round by the Borough without utilizing the accessory apartment program. In addition, any

affordable housing obligation of the Borough in the 10 year fourth round period would not be satisfied through the accessory apartment program.

11. The Borough's Third Round RDP of 32 units subtracted from the Third Round Obligation of 122 units leaves a Third Round Unmet Need of 90 units ($122 - 32 = 90$) plus the Prior Round Unmet Need of 76 units ($108 - 32 = 76$), results in a total Prior Round and Third Round Unmet Need of 166 units. The combined 166-unit Unmet Need shall be addressed through the following mechanisms:
 - a. Radio/Telecommunications Tower Site (Block 80, Lots 10 and 11) -- the Borough agrees to adopt overlay zoning permitting the development of thirty-five total residential units and requiring a 20% set-aside of seven (7) affordable housing units. The parties contemplate that the site will be developed in a manner consistent with the concept plan attached as Exhibit C such that only the front portion of the property closest to Route 9W will be developed and that no residential uses or parking would be developed within the potential fall zone of the radio/telecommunications tower that is expected to remain on the site. The parties recognize that like most properties in Alpine this site does not yet have public sewer and public water run to it and it is not yet in a sewer service area. The Borough agrees to permit public sewer and public water to be run to this site and to assist any developer of this site to procure public sewer and public water. The parties also contemplate that this site could be developed with on-site wastewater treatment including potentially through a package treatment facility or septic. The Borough agrees to assist any potential developer of this site in securing the infrastructure necessary to construct the thirty-five units including but not limited to an expansion of the sewer service area, endorsing all applications to the NJDEP or its agent to provide water and/or sewer capacity to the site seeking support for and cooperating with any necessary county amendment of the wastewater management plan, and cooperating with neighboring municipalities to provide necessary sanitary sewer and public water service and/or supporting the development of on-site package treatment or septic and wells. The Borough also agrees to support the developer in the event it is necessary to secure sewer and/or public water capacity for the site via litigation with a neighboring municipality. Nothing set forth herein shall require the Borough to expend funds beyond paying for its own professionals and staff to achieve the results set forth in this subparagraph.
 - b. The Borough agrees to adopt an ordinance requiring a mandatory affordable housing set aside for all new multi-family residential developments of five (5) units or more that become permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted, or new or amended redevelopment/rehabilitation plan. The set aside of affordable units for all developments will be 20%. The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five (5) or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Borough. Neither this mandatory set-aside ordinance nor this Settlement Agreement gives any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of the Borough to grant such rezoning, variance or other relief.
12. The parties recognize that additional sites could generate additional development with future sewer service tie in to satisfy unmet need. The parties agree to address this

potential additional development through the approach set forth below. The Borough agrees to create a realistic opportunity for the development of an aggregate of 15 affordable housing units in the Borough in an inclusionary development or developments that shall include market-rate and affordable housing units set-aside on any site, except for the Sylco site located at Block 55 Lots 25.01, 26 through 30, that meets the following conditions:

- a. Site specifications:
 - i. Minimum of five-acre tract;
 - ii. Within an existing sewer service area or within 500 linear feet of an existing sewer service area or the municipal border;
 - iii. A minimum lot width at street line and at setback line: 250 feet on the following county roads: Hillside Avenue or Anderson Avenue.
 - iv. A height not to exceed 42 feet and 3 stories.
 - v. A minimum front yard setback of 75 feet from Hillside Avenue or Anderson Avenue.
 - vi. A minimum side yard of 50 feet.
 - vii. A minimum rear yard of 50 feet.
 - viii. A maximum density of 6 du/ac.
 - ix. A maximum building coverage of 30%.
 - x. A maximum impervious coverage of 50%.
 - xi. A minimum distance between buildings of 30 feet.
 - xii. A maximum building length of 160 feet.
 - xiii. Minimum perimeter landscape buffer of 25 feet
 - xiv. Minimum building setback to internal drive of 20 feet
 - xv. Slope disturbance governed per Section 220-3E
- b. The process for offering and approval of a qualifying site shall be spelled out in any final judgment of repose and the process shall be as follows:
 - i. Any developer seeking to present a development in accordance with this section of the Agreement shall notify the Borough, FSHC, and the Special Master in writing. The developer shall then submit a detailed concept plan complying with the parameters set forth above.
 - ii. Within thirty days of receipt of said detailed concept plan, the Borough, the Special Master and FSHC shall confer regarding the proposal and determine its viability and its compliance with the criteria set forth above. If the Special Master, FSHC and the Borough agree that the proposal meets the standards and criteria set forth above, a meeting with the Developer shall be convened to address any additional developmental issues to allow the Borough to draft a comprehensive ordinance reflecting the agreed upon development proposal. The Borough shall submit a draft ordinance to effectuate the selected property to the Special Master, FSHC, and the developer of the site within forty-five days of such concurrence from the convened meeting. The ordinance will address, without limitation, design standards for facade design, materials, landscaping, buffer requirements, lighting, etc. All development regulations shall be applicable to the extent not inconsistent with the enumerated requirements set forth herein. The Special Master, FSHC, and the developer shall provide comments on the proposed zoning ordinance within two weeks of receipt. If necessary, all participants shall confer to work out any disagreements. The Borough shall introduce the agreed-upon ordinance to rezone the property selected by the developer to permit the requisite number of residential units (not to exceed 75 residential units in the aggregate on one site or multiple sites

within the parameters and criteria set forth above)) and require a 20% set-aside for affordable housing integrated throughout the development within sixty (60) days. The Borough's refusal to prepare a draft ordinance within forty-five (45) days after concurrence is reached as set forth above or to introduce the agreed-upon ordinance within sixty (60) days shall constitute grounds for the bringing of a motion to enforce litigant's rights by FSHC. The trial court, shall be the final arbiter of the zoning ordinance to be introduced and adopted by the Borough to implement the rezoning of the respective site or sites and the parties to this agreement expressly waive any further challenge to that ordinance after the Special Master's review, and the trial court's determination, and agree to expressly support and defend the adoption of and implementation of any such court approved ordinance against any third-party challenge in any court review including any appellate review.

- iii. The Borough agrees to support any and all efforts of the developer of the proposed site to procure sewer and/or water to the site including but not limited to: endorsing all applications to the NJDEP or its agent to provide water and/or sewer capacity to the site, seeking support for and cooperating with any necessary county amendment of the wastewater management plan, and cooperating with neighboring municipalities to provide necessary sanitary sewer and/or water service and/or supporting the development of on-site package treatment or septic. The Borough also agrees to support the developer in the event it is necessary to secure sewer or water capacity for the site via litigation instituted by the Developer with a neighboring municipality under the doctrine invoked in Dynasty Bldg. Corp. v. Upper Saddle River, 267 N.J. Super. 611 (App. Div. 1993) and approved by the Supreme Court in Bi-County Development of Clinton, Inc., v. High Bridge, 174 N.J. 301 (2002). Nothing set forth herein shall require the Borough to expend funds beyond paying for its own professionals and staff to achieve the results set forth in this Paragraph or to implement any agreement resulting from any litigation as set forth. The obligations set forth in this paragraph shall terminate on July 1, 2025, provided, however, that the Borough shall continue its involvement in any then pending project or funding applications that were commenced prior to July 1, 2025.

- 13. The Borough agrees that 13% of all affordable units constructed after July 1, 2008, with the exception of affordable units constructed after July 1, 2008 that had been granted preliminary or final site plan approval prior to July 1, 2008, are required to be very low-income units (as defined below), with half of the very low income units being available to families. The Borough will comply with those provisions by requiring that 13% of all affordable units generated as a result of any site developed through the inclusionary and/or overlay zoning set forth above, and any units generated as a result of the mandatory set-aside ordinance be reserved for very low-income households. The municipality will comply with those requirements as follows:

Affordable Housing Units Created after 7/1/2008	# of Units
Sylco – Total Family Affordable Rentals	8
Municipal site – Affordable rental supportive housing units containing an aggregate 14 bedrooms.	14
Site(s) in Paragraph 12 – Total affordable units	15

Accessory Apartments	4
Total	41
Current Minimum VLI Required (13% of 41 Total)	5
Current Minimum Family VLI Units (50% of 5 Total VLI)	3
Sylco – Very Low-Income Family Affordable Rentals	2
Expanded Municipal site - Very Low-Income Special Needs/Supportive Rentals	14
Site(s) in Paragraph 12 – Very Low-Income Family Affordable Rentals	2
Total Family and Supportive VLI	4 Family VLI and 14 Supportive VLI

In addition, the Borough agrees to require that 13% of all affordable housing units developed in any future inclusionary or 100% affordable housing development will be available to very low-income households.

Except as to the Sylco site referenced in this Agreement and the Expanded Municipal site referenced in this Agreement, the Borough may, at its discretion, round the very low income obligation for a particular project up or down; notwithstanding the Borough shall be responsible for ensuring not less than 13% of the affordable units created after July 1, 2008 are restricted for very low income households by July 1, 2025.

14. The Borough shall meet its combined Prior Round and Third Round RDP and unmet need in accordance with the following standards as agreed to by the Parties and reflected in the tables in paragraphs 6 and 7 above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least 50 percent of the units addressing the Third Round RDP and the combined unmet need shall be affordable to very low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round RDP and the combined Unmet Need shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round RDP and the combined Unmet Need must be available to families.
 - e. The Borough agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned in the Borough to meet its cumulative prior round and third round fair share obligation.

15. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New

Jersey State Conference of the NAACP, Bergen County NAACP, Jersey City NAACP, Paterson NAACP, Passaic NAACP, Hoboken NAACP, the Latino Action Network, the Bergen County Housing Authority, Northeast New Jersey Legal Services, Bergen Urban League, Garden State Episcopal CDC, Mount Olive Baptist Church, Urban League Affordable Housing & CDC, Bergen County Housing Coalition, Fair Housing Council of Northern NJ, New Jersey Community Development, Advance Housing, Paterson Habitat for Humanity, Family Promise of Bergen County, Saint Paul's Community Development Corp., Supportive Housing Association of New Jersey, Islamic Center of New Jersey, Monarch Housing Associates and the New Jersey Housing Resource Center and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

16. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, *et seq.*, or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in rental projects shall be affordable to households earning 30% or less of the regional median income. The Borough, as part of its HEFSP, shall adopt and/or update appropriate implementing ordinances in conformance with all applicable laws to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough annually within 30 days of the publication of determinations of median income by HUD as follows:
 - a. Regional income limits shall be established for the Housing Region in which the Borough is located (in this case, Housing Region 1) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated number of households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total number of households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - b. The income limits attached hereto as Exhibit D are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2023, and shall be utilized until the Borough updates the income limits

- after HUD has published revised determinations of median income for the next fiscal year.
- c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement, the terms of which shall also be reflected in the Borough's Affordable Housing Ordinance.
17. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
 18. As an essential term of this Agreement, within one hundred twenty (120) days of the Court's approval of this Agreement and the entry of an Order approving this agreement following a fairness hearing, the Borough shall introduce an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein, and shall endorse a Housing Element and Fair Share Plan to be adopted by the Planning Board and adopt a Spending Plan in conformance with the terms of this Agreement. The parties agree that this 120-day time period may be extended by the parties with the approval of the Court, provided that the Borough has diligently pursued efforts to comply with this section.
 19. The parties agree that if a decision of a court of competent jurisdiction in Bergen County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than ten (10%) percent than the total prospective Third Round Obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment (or the time to appeal has expired), the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including maintaining all site specific zoning; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms set forth herein to address unmet need; and otherwise fully implementing the mechanisms to address the fair share obligations as established in this Agreement. The reduction of the Borough's Third Round Obligation as established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its Third Round Obligation, the Borough may carryover any resulting extra credits to future rounds in conformance with the then-applicable law.
 20. The Borough will prepare a Spending Plan as part of its HEFSP. The parties to this Agreement agree that the Spending Plan will be provided to FSHC and the Special Master for review and will be prepared in accordance with accepted standards to be approved by the Court and that the Borough may request the Court to find that the expenditures of funds contemplated under the Spending Plan approved by the Court constitute a

"commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment in this matter that includes approval of the Spending Plan in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the Court's approval of the Spending Plan, and on every anniversary of that date thereafter through July 1, 2025, the Borough agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended. In addition, the Borough may utilize its affordable housing trust fund, and FSHC shall not object, to funding the donation set forth in this agreement, provided it does so in accordance with applicable law.

21. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website, with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
22. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the period of protection provided in this Agreement. The Borough agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review, which the parties agree will be due on July 1, 2024, as the date required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and if there are changed circumstances whether any mechanisms of unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced. Any interested party may by motion request a hearing before the court regarding these issues. The parties recognize that the compliance process for this Agreement will still be ongoing as of the point of the statutory midpoint review.
 - b. For the review of very low-income housing requirements required by N.J.S.A. 52:27D-329.1, on July 1, 2024 and every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low-income requirements, including the family very low-income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low-income housing obligation under the terms of this settlement.
23. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other

pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

24. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69(Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties agree that the municipality will be entitled to either a "Judgment of Compliance and Repose" or "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," (collectively "Final Judgment") 221 NJ at 6, which shall be determined by the trial Judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court with each party agreeing to accept either form of relief and to not appeal an Order granting either repose or substantive certification and accompanying protections. The "accompanying protection" or repose shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
25. The Borough agrees to pay to FSHC as a donation for the advancement of affordable housing in the amount of \$90,000 within forty-five days of the entry of an order signifying the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
26. If an appeal is filed of the Court's approval or rejection of this Agreement and/or Final Judgment, the Parties agree to defend the Agreement and/or Final Judgment on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
27. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Bergen County.
28. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable, except the entry of a Final Judgment. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof, unless the Final Judgment is rescinded or vacated. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections, unless the Final Judgment is rescinded or vacated.
29. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
30. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

31. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
32. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
33. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
34. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
35. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
36. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
37. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
38. All Notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight carrier or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) Notices shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

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

TO THE BOROUGH: Mayor Paul Tomasko
Borough Hall
100 Church Street
P.O. Box 1095
Alpine, New Jersey 07620
Phone: 201-784-2900

**WITH A COPY TO THE
MUNICIPAL CLERK:** Stephanie Wehmann, RMC, CMR
Borough Hall
100 Church Street
P.O. Box 1095
Alpine, New Jersey 07620
Phone: 201-784-2900, ext 19

AND A COPY TO: Edward J. Buzak, Esq.
Surenian, Edwards, Buzak, & Nolan LLC
150 River Road
Suite N4
Montville, NJ 07045
Phone: (973)335-0600
Telecopier: (973)335-1145
Email: EJB@SURENIAN.COM

AND TO: Levi Kool, Esq.
Huntington Bailey, LLP.
373 Kinderkamack Road
Westwood, New Jersey 07675
Phone: (201)666-8282
ljk@huntingtonbailey.com

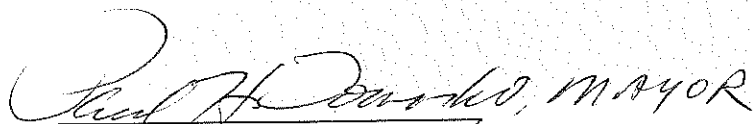
Please sign below if these terms are acceptable.

Sincerely,



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

On behalf of the Borough of Alpine, with the authorization
of the governing body:

Handwritten signature of Paul H. Tomasko in cursive script.

PAUL H. TOMASKO

Dated: 11-1-23

Exhibit A: Prior Round Vacant Land and Redevelopment Potential Analysis of Alpine, 2000

Vacant Land Adjustment

The Borough of Alpine, as part of its first cycle (1987-1993) fair share plan submission to COAH, prepared a vacant land inventory and analysis which requested a downward adjustment to the new construction obligation which was then 120 units. The vacant land analysis contended that there were no vacant land areas that were suitable and developable for inclusionary development. The COAH rules in effect at the time (N.J.A.C. 5:92-1 et seq.) required tracts of land to be at least two acres in area to be considered for inclusionary development.

The Borough's second cycle (1987-1999) Housing Element and Fair Share Plan, adopted December 20, 1995, again requested a downward adjustment to the new construction obligation which had been reduced by the revised COAH regulations (N.J.A.C. 5:93-1 et seq.) to 108 units as noted above.

The December 1995 vacant land analysis reviewed municipal tax records and determined that there were 205.7 acres of privately owned vacant land in the Borough in 84 separate tax parcels. Of that total, 82 of the vacant parcels were determined to be ineligible under COAH regulations for consideration for the development of affordable housing because they had been subdivided into residential building lots or were located in the midst of established single family neighborhoods. None of these 82 lots were served by public sanitary sewer systems. The remaining two lots identified as vacant in the analysis were eliminated from consideration due to steep slope constraints. Consequently the Borough sought an adjustment of the new construction component of its Fair Share down to zero.

I reviewed the vacant land analysis set forth in the 1995 Housing Element and requested and received supplemental information from Mr. Burgis, Alpine's consulting planner. As a result of the documentation provided by the Borough and my own site inspections I have concluded that an adjustment of the Borough's new construction component is warranted from 108 units to 32 units.

This vacant land adjustment is based on an assessment of the "Realistic Development Potential" for affordable housing units of four sites, per COAH rules (N.J.A.C. 5:93-4.2(f)) as summarized below:

Chemtek	11 units
Cresskill Hills	14
Norian	1
Sharon Realty	<u>6</u>
Total	32 units

Source: Philip B. Caton, Master's Report on the Mount Laurel Compliance Plan of the Borough of Alpine, Bergen County, New Jersey, June 23, 2000

Exhibit B: Third Round Vacant Land and Realistic Development Potential (RDP) Analysis of Alpine, 2023

Sites (by ID#)	Block	Lot	Street Address	Total Site Area (acres)	Developable Acres (includes C-1 waters and buffers)	RDP Density (units/acre)	Total RDP (affordable housing units)
18	21	12	Drive	2.16	2.16	6	2.6
21	22	26	46 Tamarack Road	1.94	1.07	6	1.3
22	22	5	11 Tulip Tree Road	1.93	1.93	6	2.3
28	39	8	Route 9W	2.55	2.00	6	2.4
45	48	3	Closter Dock Road	0.87	0.87	6	1.0
52	49	19	46 Glen Goin Drive	1.21	1.21	6	1.5
53*	50	1.02	385 Hillside Avenue	1.03	1.03	6	1.2
67	71	10.02	847 Closter Dock Road	1.00	1.00	6	1.2
71	77	3	16 Cambridge Way	2.28	2.28	6	2.7
72	79.03	3	40 Allison Road	1.83	1.74	6	2.1
81	81.06	21	11 Schaffer Road	2	1.98	6	2.4
82	81.06	22	7 Schaffer Road	2	1.84	6	2.2
84	81.08	4	28 Schaffer Road	1.92	0.89	6	1.1
A (Sylco/Kamson)	55	25.01, 26, 27 & 30	2 Frick Drive, 854-858 Closter Dock Road, and 1 Appletree Lane	20.5			8.0
TOTAL RDP							32.0

Exhibit C: Concept Plan Alpine Tower Site - Block 80 Lots 10 & 11



R425.00'



NJ Route 9W

ba BURGIS Associates, Inc.
 COMMUNITY PLANNING
 LAND DEVELOPMENT AND DESIGN
 LANDSCAPE ARCHITECTURE
 25 Westwood Avenue
 Westwood, New Jersey 07675
 P: (201) 666-1871
 F: (201) 666-2599
 www.burgis.com

Project Title
Housing Study

Confidential and Deliberative

Borough of Alpine
 Bergen County, New Jersey

Key Map
 Scale NOT TO SCALE

Dwg. Legend
 Conceptual Development Summary:

Unit Type
 Multifamily Residential Flats:
 1- 35 unit building @ 3 stories

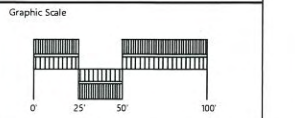
Affordable 15% of 35= 5.25 or 6 units
 Min (2) 3-bedroom unit
 (3) 2-bedroom units
 Max (1) 1-bedroom unit

Parking Calculation: 35 units
 2.0 per unit x 35= 70 sp req.
 82 prop.

Base site information obtained from GIS Data from NIGIN Warehouse

Rev	Description	Date	Drawn	Checked

Dwg. Title
Concept Study



- Note:
- The site survey used for this conceptual design is a copy of the document and has been scaled to reflect the approximate property size and configuration. This base information will be required to be updated in order to confirm the conceptual design illustrated on this plan.
 - The building outlines shown on this plan are conceptual and reflect the general architectural form to accommodate the amount of units shown. The architectural design will require refinement by an architectural professional which may alter the building form prior to further site and development planning.
 - This site plan reflects the conceptual 2-dimensional arrangement of site improvements and does not account for the existing or proposed site grading or applicable storm water management requirements. Further refinement of this plan will be required by a qualified professional to address these requirements in accordance with applicable regulations.

JOSEPH H. BURGIS
 PROFESSIONAL PLANNER
 NEW JERSEY LIC. NO. 2450

Project No.	3017.01
Sheet No.	1 of 1
Date	8/8/22
Drawn	EJS/ES
ACAD File	3017.01 Concept 11
Dwg. Scale	1"=50'

Dwg. No.
C-1B-50

2022 COPYRIGHT & A. NOT TO BE REPRODUCED

Exhibit D: 2023 Regional Income Limits

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - May 26, 2023

2023 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase		Regional Asset
												Rents**	Sales***	Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$84,288	\$90,309	\$96,329	\$108,371	\$120,412	\$125,228	\$130,045	\$139,678	\$149,311	\$158,944	6.0%	4.12%	\$232,896
	Moderate	\$67,431	\$72,247	\$77,064	\$86,697	\$96,329	\$100,183	\$104,036	\$111,742	\$119,449	\$127,155			
	Low	\$42,144	\$45,154	\$48,165	\$54,185	\$60,206	\$62,614	\$65,022	\$69,839	\$74,655	\$79,472			
	Very Low	\$25,286	\$27,093	\$28,899	\$32,511	\$36,124	\$37,568	\$39,013	\$41,903	\$44,793	\$47,683			
Region 2 Essex, Morris, Union and Warren	Median	\$86,680	\$92,872	\$99,063	\$111,446	\$123,829	\$128,782	\$133,735	\$143,642	\$153,548	\$163,454	6.0%	7.50%	\$237,565
	Moderate	\$69,344	\$74,297	\$79,251	\$89,157	\$99,063	\$103,026	\$106,988	\$114,913	\$122,838	\$130,763			
	Low	\$43,340	\$46,436	\$49,532	\$55,723	\$61,914	\$64,391	\$66,868	\$71,821	\$76,774	\$81,727			
	Very Low	\$26,004	\$27,862	\$29,719	\$33,434	\$37,149	\$38,635	\$40,121	\$43,092	\$46,064	\$49,036			
Region 3 Hunterdon, Middlesex and Somerset	Median	\$100,030	\$107,175	\$114,320	\$128,610	\$142,900	\$148,616	\$154,332	\$163,764	\$177,196	\$188,628	6.0%	5.38%	\$272,103
	Moderate	\$80,024	\$85,740	\$91,456	\$102,888	\$114,320	\$118,893	\$123,466	\$132,611	\$141,757	\$150,902			
	Low	\$50,015	\$53,588	\$57,160	\$64,305	\$71,450	\$74,308	\$77,166	\$82,382	\$88,598	\$94,814			
	Very Low	\$30,009	\$32,153	\$34,296	\$38,583	\$42,870	\$44,585	\$46,300	\$49,729	\$53,159	\$56,588			
Region 4 Mercer, Monmouth and Ocean	Median	\$91,038	\$97,540	\$104,043	\$117,048	\$130,054	\$135,256	\$140,458	\$150,862	\$161,267	\$171,671	6.0%	6.07%	\$244,635
	Moderate	\$72,830	\$78,032	\$83,234	\$93,639	\$104,043	\$108,205	\$112,367	\$120,690	\$129,013	\$137,337			
	Low	\$45,519	\$48,770	\$52,022	\$58,524	\$65,027	\$67,628	\$70,229	\$75,431	\$80,633	\$85,836			
	Very Low	\$27,311	\$29,262	\$31,213	\$35,115	\$39,016	\$40,577	\$42,137	\$45,259	\$48,380	\$51,501			
Region 5 Burlington, Camden and Gloucester	Median	\$80,080	\$85,800	\$91,520	\$102,960	\$114,400	\$118,976	\$123,552	\$132,704	\$141,856	\$151,008	6.0%	8.54%	\$212,016
	Moderate	\$64,064	\$68,640	\$73,216	\$82,368	\$91,520	\$95,181	\$98,842	\$106,163	\$113,485	\$120,806			
	Low	\$40,040	\$42,900	\$45,760	\$51,480	\$57,200	\$59,488	\$61,776	\$66,352	\$70,928	\$75,504			
	Very Low	\$24,024	\$25,740	\$27,456	\$30,888	\$34,320	\$35,693	\$37,066	\$39,811	\$42,557	\$45,302			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$67,098	\$71,890	\$76,683	\$86,268	\$95,854	\$99,688	\$103,522	\$111,190	\$118,859	\$126,527	6.0%	10.42%	\$179,522
	Moderate	\$53,678	\$57,512	\$61,346	\$69,015	\$76,683	\$79,750	\$82,818	\$88,952	\$95,087	\$101,221			
	Low	\$33,549	\$35,945	\$38,341	\$43,134	\$47,927	\$49,844	\$51,761	\$55,595	\$59,429	\$63,263			
	Very Low	\$20,129	\$21,567	\$23,005	\$25,880	\$28,756	\$29,906	\$31,057	\$33,357	\$35,658	\$37,958			

Moderate income is between 80 and 90 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

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

** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer Price Index for All Urban Consumers (CPI-U); Regions by expenditure category and commodity and service group). Landlords who did not increase rents between 2015 through 2022 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2023 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

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

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

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

A-2 Affordable Housing Ordinance 2023 Settlement Agreement with Sylco

Final as of 9/22/23

SETTLEMENT AGREEMENT

FINAL 10-25-23

This Settlement Agreement dated the 25th day of October, 2023 ("Agreement"), by and between.

BOROUGH OF ALPINE, a municipal corporation of the State of New Jersey, with offices located at the Municipal Building
100 Church Street
P.O. Box 1095
Alpine, New Jersey 07620-1095

("Borough")

and:

The BOROUGH OF ALPINE PLANNING BOARD, Municipal Building, 100 Church Street, P.O. Box 1095, Alpine, New Jersey 07620-1095 ("Board") (the Borough and Board may collectively be referred to as "Municipal Parties")

And:

F.E. ALPINE, INC.; SYLCO INVESTMENTS #4, LLC; SYLCO INVESTMENTS 854, LLC; 850 CLOSTER DOCK ROAD, LLC; 842 CLOSTER DOCK ROAD, LLC; AND SYLCO INVESTMENTS #5, LLC with offices located at

(Collectively, "Developer")

WITNESSETH:

WHEREAS, the Developer is the owner of certain property located in the Borough of Alpine, County of Bergen, State of New Jersey, known and designated as Block 55, Lots 25.01, 26, 27, 28, 29, and 30 on the Official Tax Map of the Borough of Alpine located on Closter Dock Road generally between Frick Drive and Apple Tree Lane, consisting of approximately 22.6 acres in the aggregate ("Property"); and

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WHEREAS, the Borough and the Developer are involved in in the litigation in the New Jersey Superior Court captioned Sylco Investments #4, LLC et al v. Borough of Alpine, Docket No. BER-L-0293-20 ("Litigation"), ; and

WHEREAS, the parties have entered into discussions in an effort to resolve the Litigation by adopting a revised zoning ordinance to permit the development of a 40 unit townhouse development on the Property which will create a realistic opportunity for 8 affordable housing units.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants herein set forth, the parties, for themselves, their successors and assigns, hereby agree as follows:

I. INCORPORATION OF RECITALS.

The foregoing prefatory statements, recitals and representations are incorporated herein and made a part hereof.

II. PURPOSE OF AGREEMENT.

The purpose and intent of this Agreement is (a) to resolve the Litigation as it relates to the Developer and the Borough upon the adoption of an Ordinance rezoning the Property consistent with the Ordinance attached as Exhibit A ("Ordinance"); (b) to resolve the Litigation as it relates to the Developer and the Borough by confirming that the Developer will support the Housing Element and Fair Share Plan ("HEFSP") adopted by the Borough which shall include the development of the Property as set forth herein; (c) to resolve the Litigation as it relates to the Developer and the Borough confirming that the Developer will not oppose the Borough's request to obtain a Judgment of Compliance and Repose for a period of ten years in litigation captioned In the Matter of the Application of the Borough of Alpine, Docket No. BER-L-6286-15 ("DJ Litigation"); (d) to establish a judicial protocol to address a certain Previously Imposed Planning

Board Restriction (as hereinafter defined and as was recorded in the chain of title) and Conditions of Approval (as hereinafter defined) that may otherwise impact the construction of the Development(as hereinafter defined);(e) to resolve the Litigation by the Developer and the Borough by fully complying with the terms and conditions of this Agreement; and (f) to resolve the Litigation as it relates to the Developer and the Borough by providing for the construction of the Development (as hereinafter defined) consistent with the Concept Plan attached as Exhibit B, except for *de minimis* bulk variances and waivers resulting only from the detailed final engineering design of the Development, PROVIDED, HOWEVER, that the Developer shall not seek any variances from the Ordinance relative to the following: (i) use; (ii) maximum density; (iii)the general location and general layout of buildings as shown on the Concept Plan; ; (iv) aggregate number of units (40); (v) number of affordable units (8); (vi) number of market units (32); and (vii) height and stories.

III. DEFINITIONS.

Affordable Housing Unit ("AHU"). An Affordable Housing Unit is an on-site non-age restricted rental unit that is affordable to a very low income, low income or moderate income household consistent with the requirements of the New Jersey Fair Housing Act ("FHA"), N.J.S.A. 52:27D-301, et seq.; applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA"), including, without limitation, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") except as to the very low income housing obligation, which shall be as required by the terms of this Agreement.

Affordable Housing Requirement. A total of 8 on-site non-age restricted rental AHU's will be provided in the Development, 50% (4) of which will be available for very low income and low-income households and the remainder of which (4) will be available to moderate income households as defined in the FHA and UHAC, and any other applicable regulations. A minimum of 13% (1) of the total of 8 AHU's will be made available to very low-income households, defined as households earning 30% or less of the regional median income by household size. For clarity, the 8 AHU's will consist of 4 moderate income AHU's; 2 low income AHU's and 2 very low income AHU's. The Developer shall provide a preference for very low, low and moderate households of which a member of that household is a veteran as permitted under N.J.S.A. 52:27D-311 for up to 50% of the AHU's. The Borough agrees to adopt any ordinances or resolutions necessary to support this preference.

Concept Plan. The Concept Plan for the Property dated April 27, 2023 last revision October 24, 2023 and attached hereto as Exhibit B.

Developer. F.E. ALPINE, INC.; SYLCO INVESTMENTS #4, LLC; SYLCO INVESTMENTS 854, LLC; 850 CLOSTER DOCK ROAD, LLC; 842 CLOSTER DOCK ROAD, LLC; AND SYLCO INVESTMENTS #5, LLC and/or its successors, transferees and/or assigns.

Development. The Developer will seek approvals for a residential development consistent with the Concept Plan dated April 27, 2023 last revision October 24, 2023, which is attached hereto as Exhibit B and comprised of (a) 40 on-site, non-age-restricted townhomes consisting of (i) not more than 32 market units and (ii) 8 on-site, non-age-restricted rental AHU's and of the 8 AHU's , 1 will be one bedroom units; 5 will be two bedroom units; and 2 will be three bedroom units. The Development may include usual or customary additional accessory uses and structures as amenities to the townhomes including by way of example and not limitation, pools, clubhouses,

tennis/pickleball courts, passive/active recreation, and open space play areas. In addition to the foregoing, outdoor parking areas shall be permitted in addition to indoor parking in the individual garages.

It is agreed between the Borough and the Developer that a portion of Appletree Lane will be vacated by the Borough upon the Planning Board's approval of the Site Plan. That portion is the entire width of Appletree Lane from its easterly terminus at the property owned by the Developer and running westerly 55 feet as shown on the sketch attached hereto and marked as Exhibit "D".

Residential Unit. Any and all residential units constructed in the Development, including the AHU's therein.

Ordinance. The Ordinance to be adopted by the Borough attached as Exhibit A, which rezones the Property as the new COAH-3 Residential Zone District.

IV. BOROUGH AND PLANNING BOARD OBLIGATIONS.

A. Within 90 days of the Court Order approving this Settlement Agreement , the Planning Board shall adopt a Master Plan Amendment consistent with the procedures prescribed by the Municipal Land Use Law ("MLUL") which is consistent with the Ordinance to permit the Development as permitted by the Ordinance. The Master Plan Amendment shall be substantially consistent with, and written, to further the implementation of the Ordinance attached hereto as Exhibit A and with the Concept Plan attached hereto as Exhibit B. The Parties acknowledge and agree that if there is an inconsistency between the unit counts and zoning controls set forth in the Ordinance (attached as Exhibit A) and the Concept Plan attached as Exhibit B, the terms of the Ordinance shall prevail. Nothing herein shall preclude the Parties from further discussing, and/or

modifying the Ordinance and agreeing to a new approach provided that all Parties agree on the new Ordinance.

B. Within 120 days of the Court Order approving this Settlement Agreement, the Mayor and Council shall introduce the Ordinance in the form attached hereto as Exhibit A. The Borough shall immediately thereafter refer the Ordinance to the Planning Board for review. The Planning Board shall complete its review pursuant to the MLUL and report its recommendation to the Mayor and Council within the 35 day statutory period as set forth in the MLUL.

C. The Borough shall conduct a public hearing in accordance with the requirements of the MLUL and adopt the Ordinance at the first regularly scheduled meeting of the Governing Body after the Board has issued its report and recommendations or after 35 days have elapsed from the date that the Ordinance was referred to the Board after introduction, whichever is sooner

D. The Borough and Planning Board have reviewed the Ordinance and the Concept Plan and acknowledge that same are consistent with the purpose and intent of this Agreement and will review the Master Plan Amendment as soon as it is available.

E. All Parties acknowledge that Developer, the Borough and/or the Planning Board may propose modifications to the plan submitted for approval if necessitated solely by the engineering of the Development. The Parties agree to reasonably consider any such request for modification necessitated solely by the engineering of the Development provided, however, that the following components shall not be modified:

- i. 40 units of which 8 of the units in the aggregate must be AHU's as required by this Agreement and constructed as part of an inclusionary development as set forth below and subject to the phasing provisions set forth in this Agreement.
- ii. No more than 40 gross units on the Property.

iii. No variances shall be sought or obtained from the Ordinance relative to the following: (i) use; (ii) maximum density; (iii) the general location and general layout of buildings as shown on the Concept Plan; (iv) aggregate number of units (40); (v) number of affordable units (8); (vi) number of market units (32); and (vii) height and stories.

F. The proposed development of the Property pursuant to this Agreement shall require site plan approval in accordance with current Borough land use and zoning regulations as amended by the Ordinance, procedural requirements of the Municipal Land Use Law, and the provisions of this Agreement.

G. If the Ordinance adopted in accordance with this Agreement is challenged by a third party, the parties hereto agree to fully defend the Ordinance at their respective cost and expense.

H. The Borough shall cooperate and support the Developer's efforts to obtain all required governmental and utility approvals for the Development, provided the Development proposed by the Developer is consistent with the Concept Plan (Exhibit B) and consistent with the Ordinance (Exhibit A) except for any *de minimis* variances or waivers from its provisions resulting only from the completion of detailed engineering of the site plans, PROVIDED, HOWEVER, that the Developer shall not seek any variances from the ordinance or otherwise relative to the following: (i) use; (ii) maximum density; (iii) the general location and general layout of buildings as shown on the Concept Plan; (iv) aggregate number of units (40); (v) number of affordable units (8); (vi) number of market units (32); and (vii) height and stories.

I. Upon the receipt by the Planning Board of a complete application from the Developer for site plan approval consistent with the Concept Plan (Exhibit B) and consistent with the Ordinance (Exhibit A), the Borough shall take all appropriate actions to assist the Planning

Board to expeditiously process the application, schedule the matter for public hearing and render a decision thereon in accordance with the requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. ("MLUL").

V. DEVELOPER'S OBLIGATIONS AND REPRESENTATIONS.

A. The Developer agrees to file with the Borough's Planning Board a complete application for site plan approval consistent with the Concept Plan (Exhibit B) and consistent with the Ordinance (Exhibit A), except for any *de minimis* variances or waivers from its provisions resulting only from the detailed final engineering design of the Development as set forth above. Notwithstanding the right to seek *de minimis* variances or waivers abovementioned, the Developer shall not seek any variances from the Ordinance relative to the following: (i) use; (ii) maximum density; (iii) the general location and general layout of buildings as shown on the Concept Plan; (iv) aggregate number of units (40); (v) number of affordable units (8); (vi) number of market units (32); and (vii) height and stories, as set forth in Article II of this Agreement. The parties acknowledge that the aesthetic appearance and appeal of the Development from the adjoining streets and properties, including specifically all façades, number of units, footprint and height of the buildings, constitute significant areas of concern for the Borough and the neighborhood. Therefore, it is an essential and significant element of this Agreement that any development application presented to the Planning Board shall be consistent with the Concept Plan (Exhibit B) and consistent with the Ordinance (Exhibit A), except for any *de minimis* variances or waivers from its provisions resulting only from the detailed final engineering design of the Residential Development, PROVIDED, HOWEVER, that the Developer shall not seek any variances from the Ordinance relative to the following: (i) use; (ii) maximum density; (iii) general location and

general layout of buildings; (iv) aggregate number of units (40); (v) number of affordable units (8); (vi) number of market units (32); and (vii) height and stories.

B. The Developer shall impose a Deed Restriction (“Affordability Controls”) for all of the 8 on-site non-age restricted rental AHU’s comprising the Affordable Housing Component. The 8 AHU’s in the Affordable Housing Component shall be subject to the Affordability Controls which shall run for a minimum of thirty (30) years, and until the Borough elects to release the Affordability Controls. All AHU’s shall be governed by the controls on affordability set forth in the UHAC and/or any successor statutes or regulations, except as to the requirement to make a minimum of 13% of the AHU’s available to very low income households, which shall be as required by the terms of this Agreement and applicable New Jersey statutes. The Developer shall identify the location of the AHU’s in the Development and by Unit Number in the Deed Restriction. The Developer shall also provide floor plans depicting the location and identifying the Unit Number of all of the AHU’s in the Development. All deeds and restrictions regarding the affordability controls on the 8 non-age-restricted, rental AHU’s shall be in accordance with the forms provided by UHAC and/or COAH’s rules and reviewed and approved by the Borough and its counsel for compliance with these applicable legal requirements.

C. The Developer shall utilize the services of the Administrative Agent approved and appointed by the Borough to affirmatively market the AHU’s in accordance with this Agreement and UHAC, and/or any successor statutes or regulations, and ensure that current regulations are followed with regard to the marketing/leasing (including lease renewals) of the AHU’s, all at the sole cost and expense of the Developer.

D. The Developer shall construct the 8 on-site non-age restricted rental AHU’s pursuant to the following construction phasing schedule: (i) Prior to the issuance of a certificate

of occupancy for the 9th market rate Residential Unit, certificates of occupancy must be issued for 1 AHU's; (ii) Prior to the issuance of a certificate of occupancy for the 16th market rate Residential Unit (50%), certificates of occupancy must be issued for a total of 4AHU's (50%); (iii) Prior to the issuance of a certificate of occupancy for the 24th market rate Residential Unit (75%), certificates of occupancy must be issued for a total of 6 AHU's (75%); and (iv) Prior to the issuance of a certificate of occupancy for the 28th market rate Residential Unit (90%), certificates of occupancy must be issued for a total of 8 AHU's (100%).

E. The Developer shall provide the Borough with a copy of any application or submission to the County of Bergen, the New Jersey Department of Environmental Protection ("NJDEP") or any other County or State agency (collectively, "Governmental Entities") simultaneously with the submission of the application and/or request to such entity.

F. To the extent necessary, to provide public water and public sanitary sewer service to the Development, the Developer shall extend existing public water and public sanitary sewer facilities to the Development at the Developer's sole cost and expense, including, without limitation, all hard costs and soft costs associated with such extensions. The engineering design for such extensions shall be approved by the approving authority.

G. The Developer is aware that portions of the Property received prior approvals from the Planning Board which were memorialized by resolutions adopted by the Planning Board on January 23, 2007, May 20, 2008 and October 28, 2008. The Parties acknowledge the existence of a deed restriction encumbering portions of the Property contained in a deed dated June 4, 2008, from Sylco Investments #3, LLC and to F.E. Alpine, Inc. recorded in the Bergen County Clerk's Office in Book 9581, beginning at Page 115 on July 29, 2008 (the "DR"). The DR states:

“This conveyance is made subject to the restriction that the current owner, or any future owner of the subject property may not subdivide the property into additional lots at any time in the present or in the future. This deed is also subject to all access and utility easements, drainage easements and conservation easements which affect the subject property. This conveyance is also subject to the terms and conditions of a Homeowners Association Agreement to be recorded subsequent to the recording of the within deed.”

In addition, in conjunction with an application for amended approval heard by the Planning Board on September 28, 2008, the Planning Board adopted a resolution on October 28, 2008 which refers in its “Findings of Fact”, to the applicant’s engineer stating that after consultation with client, the applicant would impose a deed restriction on the remainder of the parcel that it would be used for one single-family dwelling. That representation was incorporated in the “Conclusions” section of the October 29, 2008 resolution by a condition:

“D. Imposition of a deed restriction on the remainder lot to permit one dwelling only; form and language to be satisfactory to the Planning Board Attorney and the Planning Board Engineer.” [the “Condition of Approval” (“COA”)]

The Parties acknowledge that the COA imposed in the Resolution is different from the condition as reflected in the meeting minutes. The Borough hereby consents to the Developer and the Board being granted limited joinder status in the litigation captioned *In the Matter of the Application of the Borough of Alpine, County of Bergen*, Docket No. BER-L-6286-15 (“DJ Litigation”) by signing the consent order attached as Exhibit “C” solely for the purpose of modifying, removing, or discharging the COA and DR and (ii) conducting the Fairness Hearing on this Settlement implementing the terms of this Agreement. The Parties further agree that the Municipal Parties shall provide its consent to, agreement with and endorsement of the discharge of the DR and/or COA, based upon its constitutional obligation to provide a reasonable opportunity for affordable housing and in support of the settlement of this litigation, for the modification, removal or discharge of the DR and COA and/or (at Developer’s sole election) the Court finding

that the Development proposed by way this Agreement would not violate the DR and COA. Therefore, this Agreement is conditioned upon the Court entering an order in the DJ Litigation that modifies, removes or discharges the DR and COA and/or finds that the Development would not violate the DR and COA, which order may be recorded by the Developer in the County Clerk's office. In addition, the Municipal Parties agree to consent to and otherwise cooperate in connection with, and to facilitate and support, the extinguishment and/or the interpretation of the DR and COA as set forth in this Agreement in this and any other action. The Municipal Parties shall take no action or support any action taken by third parties opposing this application and shall defend and uphold the validity of this Agreement and any action(s) taken in furtherance of this Agreement.

VI. FAIRNESS HEARING.

A. Prior to becoming effective, this Settlement Agreement shall be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Said fairness hearing shall be conducted in conjunction with, and as part of, the fairness and preliminary compliance hearing on the anticipated settlement agreement with Fair Share Housing Center ("FSHC") in the DJ Litigation. If this Settlement Agreement is not approved by the Court, then this Settlement Agreement shall be deemed terminated and shall be of no further force and effect and the parties shall return to their respective positions as if this Settlement Agreement had not been executed by the parties. The Developer agrees to support the application for approval of the anticipated settlement agreement with FSHC and the requests by the Borough for approval of a HEFSP (provided the Municipal Parties are not in default under this Agreement and that said settlement agreement with FSHC includes the rezoning of the Property as required by this

Agreement) as well the Borough's requests to obtain a Judgment of Compliance and Repeal to July 1, 2025.

B. Within seven (7) days after full execution of this Agreement, the Parties shall make application to the Court for the scheduling, as soon as possible of a Fairness Hearing on the approval and fairness of this Agreement and the FSHC Agreement.

C. Following the setting of a date for a Fairness Hearing, the Borough shall promptly comply with and be responsible for all notice requirements as may be directed by the Court. Developer shall have the right to review and comment upon the form of notice as proposed to the Court by the Borough. Said notice shall be published timely so as to permit the Court to proceed with the date set for a Fairness Hearing.

D. The Parties hereto agree to cooperate and participate in the defense of any challenge to, or appeal of, the contemplated Court approval of this Agreement or any related implementing action.

E. Each Party shall be responsible for its own costs and expenses associated with seeking Court approval for and implementing this Agreement, including any litigation costs.

F. The Parties shall jointly support entry of an order approving this Agreement in settlement of the Litigation. If the Court approves this Settlement Agreement at the conclusion of the Fairness Hearing referenced above and, if no appeal is filed, the Developer and the Borough shall file a Joint Stipulation of Dismissal with prejudice and without costs to either party in the Litigation (i.e., Sylco Investments #4, LLC et al v. Borough of Alpine, Docket No. BER-L-0293-20), If an appeal is filed, then the Joint Stipulation of Dismissal with prejudice and without costs to either party will be filed upon the conclusion of all appeals and an affirmance of the Court's determination. If the Court declines to approve this Agreement, the Parties shall attempt, with

the assistance of the court-appointed special master to modify this Agreement in a manner to address the Court's concerns. If they are unable to do so within 45 days, either the Developer or the Borough may, by written notice to all other Parties terminate this Agreement.

VII. Intentionally Omitted

VIII. GENERAL PROVISIONS.

A. **Implementation.** Each party to this Settlement Agreement shall implement and carry out the provisions of this Agreement related to the respective party.

B. **Defense of Agreement.** The parties shall fully cooperate with each other to defend the terms and conditions of this Agreement against any legal challenges filed, at their sole cost and expense.

C. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the parties hereto.

D. **Parties Bound.** This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

E. **Validity.** In the event that one or more of the provisions of this Agreement are held invalid, void or unenforceable, or the Settlement Agreement is not approved by the Court at a fairness and compliance hearing, this Agreement shall become null and void and be of no legal effect.

F. **Recording.** Upon approval by the Court at a fairness and compliance hearing, the Borough may record this Settlement Agreement in the office of the Bergen County Clerk.

G. **Default and Remedies.** It shall be a default of this Agreement for any party to fail to perform any of its obligations as set forth in this Agreement unless another remedy or consequence is set forth herein.

i. Upon the occurrence of a Default, the adversely affected party shall provide written notice of said default to the defaulting party. The defaulting party shall have a reasonable opportunity to cure the default ("Cure Period"), but in no event shall said Cure Period exceed thirty (30) days or reasonable extension agreed to by the parties or as ordered by the Court. If the defaulting party has cured the default within the Cure Period, as may have been extended, there shall no longer be a Default.

ii. Upon the occurrence of a Default, which has not been cured within the Cure Period, if any, the adversely affected party shall have the right to file a motion with the Court in aid of litigant's rights pursuant to Rule 1:10-3 of the Rules Governing the Courts of the State of New Jersey.

iii. If a Court determines that there has been a default by any party, which has not been cured within the Cure Period, if any, the defaulting party shall be responsible for the reasonable expenses incurred by the adversely affected party or parties in seeking a remedy for the default, including, but not limited, to reasonable attorney's fees, any reasonably necessary professional costs and court costs.

H. **Processing of Complete Application.** Planning Board shall process the application for development of the Property within the time periods as set forth in the MLUL. At the request of the Developer, the Planning Board shall schedule special meetings to facilitate expedited processing of such applications in accordance with N.J.A.C. 5:93-10.1. Neither the

Borough nor the Planning Board may impose any procedural or substantive requirement that would be inconsistent with or violate the requirements of N.J.A.C. 5:93-10, et. seq.

I. **Reports** Requests by the Planning Board for reports shall be governed by the standards and procedures set forth in N.J.A.C. 5:93-10.3. The Planning Board may require submission of a stormwater management plan or flood hazard area plan, but, if the Developer seeks permits that require approval of the stormwater management plan or flood hazard area plan by the New Jersey Department of Environmental Protection (NJDEP), the Borough and/or Planning Board shall not make an independent assessment of the stormwater management plan, but shall simply condition any development approvals upon approval of the stormwater management plan or flood hazard plan area by the NJDEP.

J. **Off-Tract Improvements** Except as expressly provided in the Ordinance adopted pursuant to this Agreement, neither the Borough nor the Planning Board shall require the Developer, his successors or assigns, to construct, or pay for, any municipal off-tract improvements other than those provided for by N.J.S.A. 40:55D-42.

K. **Concept Plan** The Municipal Parties have reviewed the Concept Plan, a copy of which is attached as Exhibit B. While recognizing that this plan has not yet been fully engineered and is subject to the changes due to site conditions unknown at this time, the Municipal Parties stipulate that this plan represents an acceptable concept plan for the development of the Property under the terms of the Ordinance attached as Exhibit A. The Municipal Parties acknowledge and agree that the configuration, location, and size of the plan components shown on the Concept Plan may undergo de minimus changes, without the necessity of obtaining the consent or approval of the Municipal Parties under this agreement, provided that such changes result from site conditions unknown at this time and comply with the provisions of the Ordinance. Nothing herein shall

exempt the Developer from obtaining approval for such changes and for the Development from the Board or other entities having jurisdiction thereover.

L. **Third-Party Approvals** The Municipal Parties shall support and cooperate with Developer's efforts to secure permits, approvals or other authorizations (collectively "Approvals") from governmental bodies and agencies as may be necessary for the construction of the Development including, but not limited to, approvals from the NJDEP under the Freshwater Wetlands Protection Act, Flood Hazard Area Control Act and Water Quality Management Planning program; the County of Bergen and its agencies; and the Bergen County Utility Authority ("BCUA"). In connection herewith, the Municipal Parties shall execute such documents in support of applications for Approvals as may be reasonably requested by Developer to aid Developer's efforts to secure Approvals necessary for the construction of the Development. With respect to Developer's application to the NJDEP for amendment of the applicable Water Quality Management Plan ("WQMP"), and without limiting the Municipal Parties' obligations hereunder, the Municipal Parties shall, upon request, provide Developer with a letter confirming the Municipal Parties' support for the construction of the Development and that pursuant to this Settlement Agreement, the zoning applicable to the Property will be amended by the Municipal Parties to accommodate the construction of the Development and to satisfy a portion of the Borough's affordable housing obligation. Additionally, if requested in writing by the Developer, the Municipal Parties shall provide Developer with a letter or resolution approved at the next regularly scheduled meeting after such request to be submitted by Developer to the NJDEP in support of the WQMP amendment confirming the Development's consistency with the applicable zoning for the Property as such zoning shall be implemented pursuant to this Settlement Agreement, and shall provide Developer with a written statement of consent in a form of a

resolution by the governing body stating that the municipality concurs with, and does not object to, such proposed WQMP Amendment related to the Development

IX. PREPARATION.

The parties acknowledge that they each have been represented by legal counsel with regard to the negotiation and preparation of this Agreement and that this Agreement has been prepared jointly by attorneys representing each party as a means of furthering the purposes set forth and therefore any presumption for resolving ambiguities against the drafter or any party shall not apply. Prior drafts of this document shall not be used in construing the intent and terms of this Agreement.

X. NOTICE OF ACTIONS.

The parties and their respective legal counsel agree to immediately provide each other with notice of any lawsuits, actions or governmental declarations, threatened or pending, by third parties of which they are actually aware, which may affect this Agreement or any specific provisions of this Agreement and/or any approvals and/or actions taken by the Parties pursuant to the terms and conditions of this Agreement

XI. COUNTERPART SIGNATURES.

This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable, provided that immediately following the delivery of a facsimile counterpart, the sending party shall deliver a counterpart with the original execution page.

XII. TIME PERIODS; EXTENSIONS OF TIME.

The Parties hereby agree that they will implement and effectuate the terms and conditions of this Settlement Agreement and fulfill the Borough's and the Developer's obligations required

pursuant to this Settlement Agreement. The parties agree that any time periods within which either party must perform its obligations or accomplish specific actions may be mutually extended by the parties with the consent of the Court where necessary

XIII. NOTICE.

All notices required under this Agreement shall be in writing and shall be given by Certified Mail, return receipt requested, or by recognized overnight personal carriers, such as Federal Express, with a proof of receipt, and in addition thereto, and not in lieu of written notice as provided above, where feasible, the party delivering the Notice shall provide the same by either a facsimile version/delivery or an e-mail attachment. All notices shall be deemed received upon the date of delivery, which is set forth in such certified proof and at all times for performance based upon notice shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Developer:
c/o Christopher Arp
Kamson Corp.
270 Sylvan Avenue
Englewood Cliffs, New Jersey 07632

With a required copy to:

John A. Schepisi, Esq.
Schepisi & McLaughlin, P.A.
473 Sylvan Avenue
Englewood Cliffs, New Jersey 07632

and

Antimo A. Del Vecchio, Esq.
Beattie Padovano, LLC
200 Market Street, Suite 401

Montvale, New Jersey 07645

To Borough:

Stephanie Wehmann, RMC, CMR
Municipal Clerk
Alpine Borough Hall
100 Church Street
P.O. Box 1095
Alpine, New Jersey 07620-1095

With a Required Copy to:

Edward J. Buzak, Esq.
Surenian, Edwards, Buzak & Nolan, LLC
150 River Road, Suite N-4
Montville, NJ 07045

Levi J. Kool, Esq.
Huntington Bailey, LLP
373 Kinderkamack Road
Westwood, New Jersey 07675-1652

To Planning Board:

(Catherine Parilla Chairperson)
Borough of Alpine
100 Church Street
P.O. Box 1095
Alpine, New Jersey 07620

With a Required Copy to:

Douglas Bern, Esq
Bern & Associates, LLC
39 Park Place, Suite 204,
Englewood, New Jersey 07631

IN WITNESS WHEREOF, the parties have executed this Agreement consistent with applicable law on the day and year written below their names:

ATTEST:

BOROUGH OF ALPINE

Stephanie Wehmann_RMC, CMR
Borough Clerk

By: _____
Paul H. Tomasko, Mayor

Dated: _____

ATTEST:

BOROUGH OF ALPINE PLANNING BOARD

Marilyn Hayward
Planning Board, Secretary

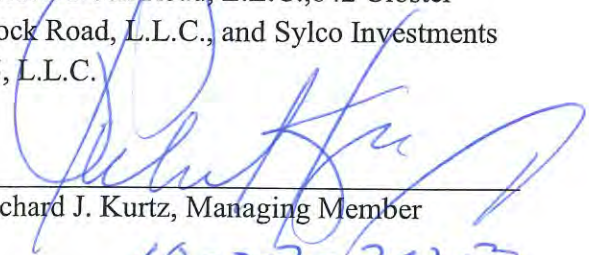
By _____
Catherine Parilla, Chairperson

Dated: _____

ATTEST:

For F.E. Alpine, Inc., Sylco Investments #4,
L.L.C. Sylco Investments 854, L.L.C., 850
Closter Dock Road, L.L.C., 842 Closter
Dock Road, L.L.C., and Sylco Investments
#5, L.L.C.

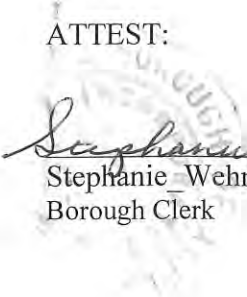


By 
Richard J. Kurtz, Managing Member

Dated: 10-27-2023

IN WITNESS WHEREOF, the parties have executed this Agreement consistent with applicable law on the day and year written below their names:

ATTEST:


Stephanie Wehmann
Stephanie Wehmann_RMC, CMR
Borough Clerk

BOROUGH OF ALPINE
By: Paul H. Tomasko
Paul H. Tomasko, Mayor

Dated: 11-1-23

ATTEST:

Marilyn Hayward
Marilyn Hayward
Planning Board, Secretary

BOROUGH OF ALPINE PLANNING BOARD
By: Catherine Parilla
Catherine Parilla, Chairperson

Dated: 11/1/2023

ATTEST:

For F.E. Alpine, Inc., Sylco Investments #4,
L.L.C. Sylco Investments 854, L.L.C., 850
Closter Dock Road, L.L.C., 842 Closter
Dock Road, L.L.C., and Sylco Investments
#5, L.L.C.

By: _____
Richard J. Kurtz, Managing Member

Dated: _____


ACKNOWLEDGEMENT

STATE OF NEW JERSEY |

SS.:

COUNTY OF BERGEN |

BE IT REMEMBERED, that on this 1ST day of NOVEMBER 2023, in the year of our Lord, Two Thousand Twenty-three, before me, the subscriber, personally appeared STEPHANIE WEHMANN who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction that she is the CLERK of the BOROUGH OF ALPINE, a municipal corporation, the corporation named in the within instrument; that PAUL H. TOMASKO is the MAYOR of said municipality; that the execution as well as making of this instrument has been duly authorized by proper action of the Borough Council; that deponent well and truly knows the corporate seal of said municipality; and the seal affixed to said instrument is such seal and was thereto affixed to said instrument signed and delivered by said MAYOR Tomasko as and for the voluntary act and deed of said municipality, in the presence of deponent, who thereupon subscribed his name thereto as witness.


Stephanie Wehmann, RMC, CMR
Borough Clerk

Sworn and subscribed to before
me on the date aforesaid.


[Print Name and Title Below Signature]

CATHERINE M. BOOTH
Notary Public, State of New Jersey
Commission # 2280733
My Commission Expires 10/30/2026

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ACKNOWLEDGEMENT

STATE OF NEW JERSEY |

SS.:

COUNTY OF BERGEN |

BE IT REMEMBERED, that on this 1st day of NOVEMBER 2023, in the year of our Lord, Two Thousand Twenty-Three, before me, the subscriber, personally appeared Marilyn Hayward-who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction that she is the SECRETARY of the BOROUGH OF ALPINE PLANNING BOARD named in the within instrument; that Catherine Parilla is the CHAIRPERSON of said Planning Board; that the execution as well as making of this instrument has been duly authorized by proper action of the Planning Board; that said instrument signed and delivered by said CHAIRPERSON as and for the voluntary act and deed of said Planning Board, in the presence of deponent, who thereupon subscribed her name thereto as witness.



Marilyn Hayward, Planning Board Secretary

Sworn and subscribed to before me on the date aforesaid.


[Print Name and Title Below Signature]



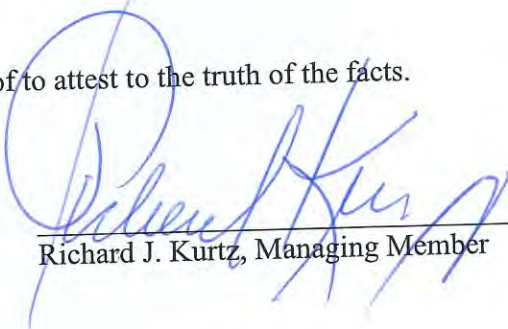
STATE OF NEW JERSEY)
: SS:
COUNTY OF BERGEN)

I CERTIFY that on the 27th day of Oct., 2023, Richard Kurtz personally came before me, and this person acknowledged under oath to my satisfaction that:

(a) this person is the Managing Member of F.E. Alpine, Inc., Sylco Investments #4, L.L.C. Sylco Investments 854, L.L.C., 850 Closter Dock Road, L.L.C., 842 Closter Dock Road, L.L.C., and Sylco Investments #5, L.L.C., the entity named in this document.

(b) this document was signed and delivered by Richard J. Kurtz, as Managing member of and on behalf of F.E. Alpine, Inc., Sylco Investments #4, L.L.C. Sylco Investments 854, L.L.C., 850 Closter Dock Road, L.L.C., 842 Closter Dock Road, L.L.C., and Sylco Investments #5, L.L.C. as its voluntary act and deed duly authorized by its members; and

(c) this person signed this proof to attest to the truth of the facts.


Richard J. Kurtz, Managing Member

Signed and sworn to before me
on the 27th day of Oct., 2023



Notary Public of New Jersey

My Commission Expires:

(Affix Seal)

DENISE J. PAPAY

NOTARY PUBLIC OF NEW JERSEY

COMM. NO. 50042416

MY COMMISSION EXPIRES JULY 25, 2026

Exhibit List

EXHIBIT A Page 8 ½ x 11 Ordinance

EXHIBIT B Page 8 ½ x 11 Concept Plan including Architectural

EXHIBIT C Page 8 ½ x 11 Consent Order for Joinder

EXHIBIT D Page 8 ½ x 11 Sketch of Vacation of Appletree Lane

Exhibit "A"

BOROUGH OF ALPINE
ORDINANCE NO. 2023-___
OCTOBER 25, 2023

AN ORDINANCE TO AMEND CHAPTER 220 ENTITLED "ZONING"
OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF
ALPINE TO ESTABLISH A NEW "COAH-3" ZONE DISTRICT

STATEMENT OF PURPOSE: To Be Inserted

WHEREAS CLAUSES: To Be Inserted

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Alpine, County of Bergen, State of New Jersey, that amendments set forth below are made to the Revised General Ordinances of the Borough of Alpine, Chapter 220 entitled "Zoning."

Section 1. Section 220-2, "Definitions," shall be amended to include the following new terms and definitions:

DWELLING, MULTIFAMILY

A building designed for or intended to contain three or more dwelling units located above, below or to the side of each other, and which may share common facilities, such as entryways, hallways, and utility systems.

DWELLING, TOWNHOUSE

A one-family dwelling in a row of at least two such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more common fire-resistant walls.

Section 2. Section 220-3, "Zone Districts," Subsection A, "Districts Established," shall be amended to add the following new zone district to the list of zone districts:

COAH-3

Section 3. Section 220-3, "Zone Districts," Subsection B, "Boundaries," shall be amended to read as follows:

B. Boundaries. The boundaries of the above created districts are hereby established as shown on the Zoning Map dated April 23, 1979, as amended or supplemented, which Map is hereby made a part of this chapter.

Section 4. The Zoning Map referenced at Section 220-3, "Zone Districts," Subsection B, "Boundaries," shall be amended to rezone Block 55 Lots 25.01, 26, 27, 28, 29 and 30 from the R-1 Residential District to a new COAH-3 Residential District.

Section 5. Section 220-3, "Zone Districts," Subsection D, "Limitation of Coverage on Land," Paragraph (1), shall be amended to include a new 'COAH-3' row, within which the phrase 'See § 220-23' shall be inserted.

Section 6. Chapter 220 shall be amended and supplemented by the insertion of a new Section §220-23 entitled "COAH-3 Residential Zone." This new section shall read as follows:

§ 220-23. COAH-3 Residential Zone.

A. Purpose. The purpose of the COAH-3 Residential Zone is to allow for inclusionary development on Block 55 Lots 25.01, 26, 27, 28, 29 and 30, and thereby assist in the Borough's efforts to address the fair share housing obligation of the Borough of Alpine under the New Jersey Fair Housing Act ("FHA"), applicable Council on Affordable Housing ("COAH") regulations, and the Borough's Housing Element and

Fair Share Plan. The district contemplates that the property, consisting of 22.636 gross acres, will contain up to thirty-two (32) market-rate townhouse dwelling units and up to eight (8) multifamily affordable dwelling units that are affordable to low- and moderate-income households as established by COAH regulations.

B. Principal Uses. The following principal uses are permitted in the COAH-3 Zone:

- (1) Townhouse dwellings.
- (2) Multifamily dwellings.

C. Accessory uses. The following accessory uses are permitted in the COAH-3 Zone:

- (1) Private amenities and facilities intended for use by residents of the premises and their guests, including, but not limited to, clubhouses, lounges, game rooms, pool rooms, business centers, fitness centers, swimming pools, tennis courts, paddle courts, tot lots/children's play areas, dog runs, gazebos, multi-use recreation fields, walking trails, benches/seating, and passive recreation areas.
- (2) Balconies, decks, and terraces for individual units, along with rooftop decks and amenities.
- (3) Private garages and driveways.
- (4) Off-street parking lots.
- (5) Fences, walls, gates, and guard houses.
- (6) Signage.
- (7) Storage sheds.
- (8) Emergency standby generators.
- (9) Any other use which is subordinate and customarily incidental to the permitted principal use(s), including, but not limited to, leasing/sales/management offices, maintenance areas, trash/recycling facilities, solar energy devices, security cameras and related devices, and electric vehicle charging stations.

D. Affordable housing requirements. The following affordable housing requirements shall apply to development in the COAH-3 Zone:

- (1) All residential development constructed in the COAH-3 Zone shall be required to set aside a minimum percentage of units for affordable housing. The minimum set aside shall be twenty percent (20%). When calculating the required number of affordable units, any computation resulting in a fraction of a unit shall be rounded upwards to the next whole number.
- (2) All affordable units to be produced pursuant to this section shall comply with the required bedroom distribution, be governed by controls on affordability, and affirmatively marketed in conformance with the Uniform Housing Affordability Controls ("UHAC") (N.J.A.C. 5:80-26.1 et seq.), or any successor regulation, with the exception that in lieu of 10% of the affordable units being required to be affordable to households earning 35% or less of regional median income by household size, at least 13% of affordable units shall be required to be affordable to households earning 30% or less of regional median income by household size.
- (3) Each affordable unit shall remain subject to these affordability controls, covenants, conditions, deed restrictions, and the applicable affordable housing regulations for a minimum period of at least thirty (30) years. At the conclusion of the thirty (30) year term, the affordability controls, covenants, conditions, and deed restrictions shall automatically be extended unless the

Borough takes formal action to release the affordable unit from such requirements by formal adoption of an ordinance taken in compliance with N.J.A.C. 5:80-26.11(c) or any other applicable statute, regulation or law that may be in effect at that time. The Borough shall also maintain the right to exercise any other option(s) available to the Borough to preserve the affordability controls as set forth in UHAC or other applicable statute, regulation or law that may be in effect at that time.

- (4) All affordable units shall be administered by a qualified administrative agent paid for by the developer. The developer shall be responsible for all costs associated with the initial sale/rental of the affordable units, for the continuing administration of the affordable units, and for the preservation of the creditworthiness of the units.
 - (5) All of the affordable units shall be rental units and may be permitted as multifamily dwellings. Affordable townhouse dwellings shall not be required but are permitted at the election of the Developer.
 - (6) All amenities and site services which are made available to the market-rate units shall also be made available to the affordable units on the same terms as the market-rate units.
- E. Area, bulk, and density standards. The following area, bulk and density standards shall apply to development in the COAH-3 Zone:

Requirement	COAH-3 Zone
Minimum Lot Area	20 acres
Maximum Number of Dwelling Units	40 units
Minimum Yard Setbacks (See Note 1 Below):	
From Closter Dock Road	30 feet
From Frick Drive	90 feet
From Any Other Lot Line	40 feet (See Note 2 Below)
Maximum Building Height	3 stories/40 feet (See Note 3 Below)
Maximum Building Coverage	15 percent
Maximum Impervious Coverage	30 percent

NOTES:

- 1 In the COAH-3 district, all setbacks measured from a roadway shall be measured from the existing right-of-way line of that road as it existed as of August 1, 2022.
- 2 Decks, balconies, covered entrances and like constructions attached to a building shall be permitted within this minimum yard setback, provided that they shall be located no closer than 35 feet from the lot line.
- 3 Irrespective of any other provisions regarding building height measurement, the following shall apply with respect to measurement of building height in the COAH-3 Zone:
 - a. The maximum height shall be calculated individually for each townhouse or section of a building containing multi family dwelling units.
 - b. The maximum building height shall be the vertical distance measured from the finished first floor to the highest point of the roof if the roof is a flat roof, or to the mean level between the roof eaves and the highest ridge point in the case of a pitched roof.
 - c. A roof extending to the side of a townhouse shall be permitted to overhang up to four feet above the adjacent townhouse and shall not affect the adjoining townhouse unit's maximum height calculation.

- d. Excluded from the calculation of building height shall be chimneys, steeples, handrails for 'widow's walks and other architectural features that are no greater than four feet in height and which occupy no more than five percent of the total roof area.

F. Supplemental standards. The following supplemental standards shall apply to development in the COAH-3 Zone:

- (1) Access. Except for maintenance vehicles, landscaping vehicles and equipment, no vehicular access to the site shall be permitted from Appletree Lane.
- (2) Setback from internal roadways. No building shall be located within 15 feet of a private street or internal roadway, provided that 20 feet shall be provided where there is a driveway serving a dwelling unit.
- (3) Distance between buildings. There shall be a minimum distance between buildings containing townhouses and/or multifamily dwellings with separations as set forth below:

Buildings with Their Sides Facing Another Building Side: 25 feet
All Other Building Sides Facing Another Building: 35 feet

- (4) Units per building. No building shall contain more than six (6) townhouses and/or eight (8) multifamily dwelling units.
- (5) Building offsets. For buildings with more than three (3) attached multifamily or townhouse units, no more than three (3) side-by-side, contiguous units shall have the same front façade plane. A minimum three (3)-foot offset variation in front façade plane shall be provided between groupings within the same structure.
- (6) Fire separation walls. Fire separation walls shall be constructed between adjoining townhouse and/or multifamily units as required by the requirements of the NJ Uniform Construction Code, N.J.A.C. 5:23 and the NJ Uniform Fire Code N.J.A.C. 5:71 as amended and supplemented.

G. Accessory buildings and structures. §220-13 related to accessory buildings and structures shall not apply to accessory buildings and structures in the COAH-3 Zone. Instead, the following requirements shall apply to all accessory buildings in the COAH-3 Zone¹:

- (1) The maximum height of accessory buildings and structures shall be 20 feet.
- (2) Accessory buildings shall meet the minimum street and property line setback requirements of principal buildings and shall be set back at least 35 feet from a principal building.
- (3) Architectural design and materials used in the construction of accessory buildings shall be consistent with those used in the construction of principal buildings.
- (4) The provisions of this section shall not apply to signs, off-street parking, fences, and walls, which are regulated elsewhere in this section.
- (5) Emergency standby generators shall be subject to the measured sound pressure levels of §153-3 (Noise Ordinance) and shall be set back at least 35 feet from a lot line or public right-of-way. All such equipment shall be suitably buffered and screened to minimize views from adjacent properties and the public right-of-way.

¹ In the COAH-3 district, all setbacks measured from a roadway shall be measured from existing right-of-way line of that road as it existed as of August 1, 2022.

buffered and screened to minimize views from adjacent properties and the public right-of-way.

- (6) Refuse and recycling collection areas shall be either fully contained within a building or adequately screened from public view through a combination of solid fencing and plantings.
- H. Off-street parking requirements. §220-17 related to off-street parking shall not apply to off-street parking in the COAH-3 Zone. Instead, the following off-street parking requirements shall apply to development in the COAH-3 Zone:
- (1) The minimum number of off-street parking spaces shall be as set forth in the Residential Site Improvement Standards (N.J.A.C. 5:21).
 - (2) Parking spaces shall measure nine (9) feet in width by eighteen (18) feet in length.
 - (3) All off-street parking spaces shall be located a minimum of 10 feet from buildings, except for garages within or under a building and driveways serving such garages.
 - (4) All off-street parking and internal roadways/drive aisles shall be prohibited within the required yards along Closter Dock Road and Frick Drive and shall be set back a minimum of 30 feet from all other lot lines.
 - (5) All off-street parking and internal roadways/drive aisles shall be suitably buffered and screened to minimize views from adjacent properties and the public right-of-way.
 - (6) Electric vehicle supply/service equipment and make-ready parking spaces shall be provided in accordance with the Model Statewide Municipal Electric Vehicle (EV) Ordinance pursuant to P.L. 2021, c. 171.
- I. Signage. In addition to any other signs that may be permitted pursuant to Chapter 177, "Signs," the following signage shall be permitted in the COAH-3 Zone:
- (1) Two (2) identification signs shall be permitted at the main driveway entrance to the site on Closter Dock Road, which identification sign may be either a freestanding ground sign or affixed to an entry wall.
 - (2) For identification signs located on Closter Dock Road, the maximum sign area shall be 24 square feet, **the maximum heights of signage letters shall be 10 inches**, and the maximum height of signage shall be 42 inches. **The maximum wall height on which the signage shall be placed, inclusive of any ornamental features on the wall structure, shall be 6 feet.**
 - (3) All signs shall be setback at least five (5) feet from the lot line and at least ten (10) feet from the curb line of the abutting street.²
 - (4) Internal sign illumination shall be prohibited.
 - (5) Base plantings shall be incorporated into the design of the signage.
- J. Fences and walls. Fences, walls, gates, pillars, piers, posts and like constructions in the COAH-3 Zone shall be subject to Chapter 111, "Fences." In addition, the following supplemental standards shall apply to retaining walls in the COAH-3 Zone:
- (1) The maximum height of a retaining wall shall be six (6) feet. Tiered retaining walls shall be measured separately, and each tier may be up to six (6) feet in height, provided that there is minimally a five (5)-foot separation between retaining walls and that same is suitably landscaped.

²In the COAH-3 district, all setbacks measured from a roadway shall be measured from existing right-of-way line of that road as it existed as of August 1, 2022.

- (1) Site retaining walls may be constructed of finished concrete, stone, modular block, "big block" or soldier-pile with façade treatment.
 - (2) The maximum height of walls along any property line shall be four feet, irrespective of any other regulation to the contrary.
- K. Landscaping. The following landscaping requirements shall apply to development in the COAH-3 Zone:
- (1) A landscape plan shall be required, which shall be designed to incorporate a variety of plant material to enhance the character of the site and shall include foundation plantings and perimeter trees and shrubs.
 - (2) A substantive planting plan for the site's Closter Dock Road, Frick Drive and Appletree Lane street frontages shall also be provided and shall consist of a variety of deciduous and evergreen trees, plants, and shrubs.
 - (3) Shade trees shall be minimally 2 1/2-inch to three-inch caliper. Evergreen trees shall vary between seven to eight feet and eight to 10 feet in height. Shrubs shall be at least 24 inches in height.
- L. Lighting. The following lighting requirements shall apply to development in the COAH-3 Zone:
- (1) All exterior lights shall be designed so as to reduce glare, lower energy usage and direct lights only to where they are needed.
 - (2) All exterior lights shall be light-emitting diode (LED) light of the soft white category and shall be Dark Sky compliant.
 - (3) All exterior lights shall be focused downward so that the direct source of light is not visible from adjoining streets or properties.
 - (4) The maximum permitted height of light fixtures shall be 14 feet and shall include sharp cut-off fixtures.
 - (5) The illumination of tennis courts and other paddle court games shall be consistent with the provisions set forth at §220-5.D.
- M. General design standards. Building plans and elevations shall show a variation in design to be achieved by the types of roofs, heights of eaves and peaks, building materials and architectural treatment of the building facade that is utilized. The following design standards shall be utilized in the COAH-3 Zone:
- (1) Architectural elements such as varied roof forms, articulation of the facade, breaks in the roof, and walls with texture materials and ornamental details shall be incorporated to add visual interest.
 - (2) Roof height, pitch, ridgelines, and roof materials shall be varied to create visual interest and avoid repetition.
 - (3) Architectural elements such as fenestrations and recessed planes shall be incorporated into facade design. Architectural treatments and visual interest shall be applied to all visibly exposed facades of a building. All facades of a building shall be architecturally designed to be consistent with regard to style, materials, colors, and details.
 - (4) A variety of building colors, materials and textures are encouraged.
 - (5) Architectural features that enhance the facade or building form, such as

decorative moldings, windows, shutters, dormers, chimneys, balconies, and railings, are encouraged.

- (6) All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, etc.
 - (7) Heating, ventilating and air-conditioning systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties.
- N. Soil moving permit. Section 185-3.D(2)(d) is determined to be inapplicable to development in the COAH-3 Zone. Section 185-3.D(2) (f), only insofar as the proposed slopes and lateral supports not exceeding one foot vertical to four feet horizontal, is determined to be inapplicable to development in the COAH-3 Zone. The balance of Section 185-3.D(2) (f) is determined to be applicable to development in the COAH-3 Zone. Section 185-3.D(2) (m) is determined to be inapplicable to development in the COAH-3 Zone, provided, however, that the Developer shall be required to obtain a Tree Removal Permit at the appropriate time and comply with all requirements of said ordinance.
- O. Steep slopes. In recognition of the existing previously disturbed (manmade) steep slope area and the not natural occurring developed nature of this zone district, the steep slope regulations in Section 220-3.E of the Zoning Ordinance are determined to be inapplicable to multifamily or townhouse development in the COAH-3 Zone.
- P. All other applicable requirements of this chapter, and of other chapters of the Borough of Alpine Code, shall apply to development within the COAH-3 Zone unless specifically superseded by the regulations of this section.

Section 7. The Schedule Limiting Height and Bulk of Buildings, which is included in Chapter 220 as Attachment 1, shall be amended to include a new 'COAH-3' row, within which the phrase 'See § 220-23' shall be inserted.

Section 8. If any article, section, subsection, 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 and they shall remain in full force and effect.

Section 9. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of Alpine, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Revised General Ordinances of the Borough of Alpine are hereby ratified and confirmed, except where inconsistent with the terms hereof.

Section 10. The Borough Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Bergen County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

Section 11. After introduction, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Borough of Alpine for its review in accordance with N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26. The Planning Board is directed to make and transmit to the Borough Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

Section 12. This Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then

this Ordinance shall be deemed approved.

Section 13. This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7; (3) publication in accordance with the laws of the State of New Jersey; and (4) filing of the final form of adopted ordinance by the Clerk with (a) the Bergen County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the Borough Tax Assessor as required by N.J.S.A. 40:49-2.1.

INTRODUCED the _____ day of _____, 2023.

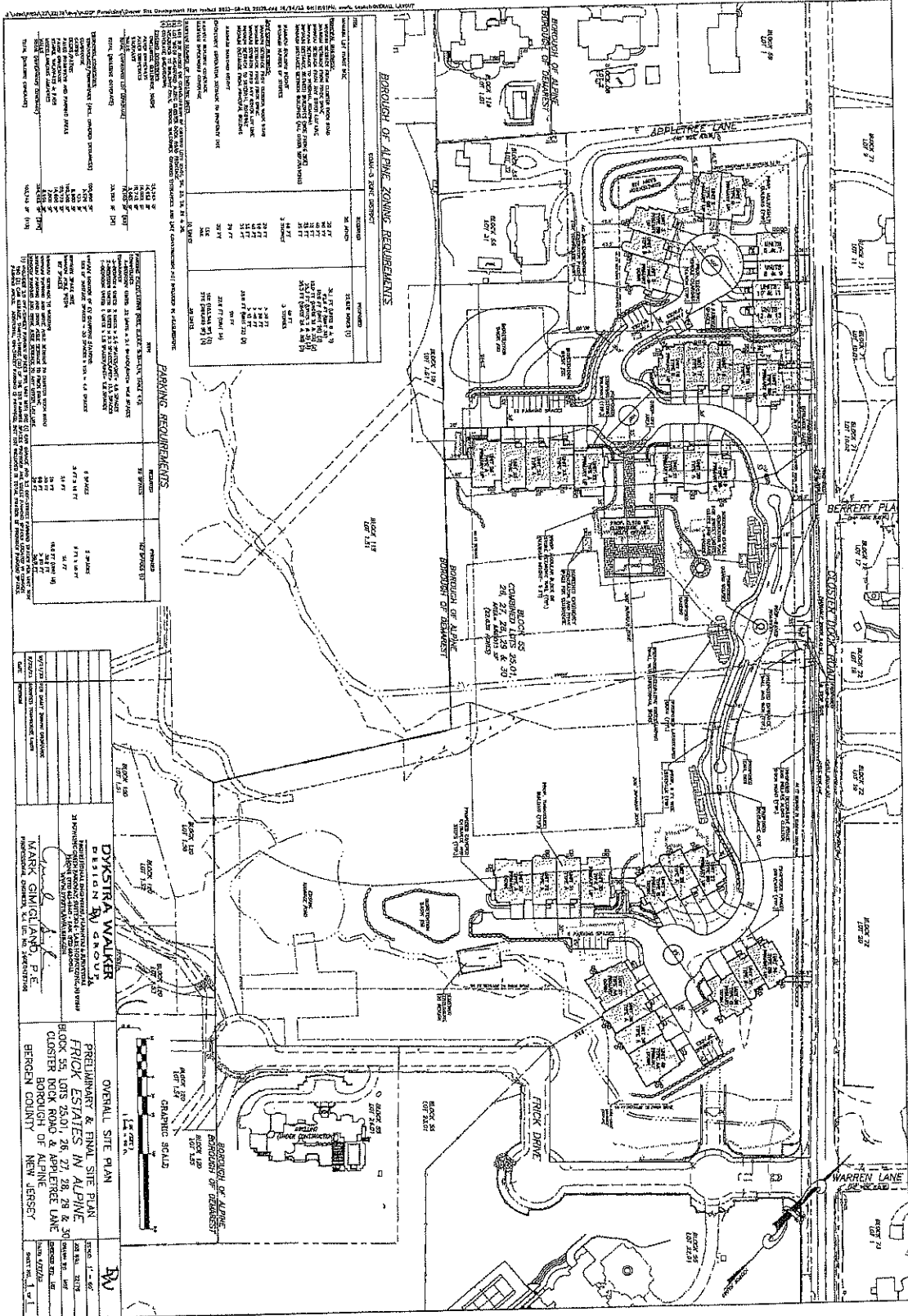
ADOPTED the _____ day of _____, 2023.

Paul H. Tomasko, Mayor

ATTEST:

Stephanie Wehmann, RMC, CMR

EXHIBIT "B"



BOROUGH OF ALPINE ZONING REQUIREMENTS

GENERAL DISTRICT	MINIMUM LOT AREA	MINIMUM LOT FRONTAGE	MINIMUM SETBACKS	MINIMUM BUILDING HEIGHT	MINIMUM STORY HEIGHT	MINIMUM WINDOW AREA	MINIMUM WINDOW OPENING	MINIMUM WINDOW OPENING HEIGHT	MINIMUM WINDOW OPENING WIDTH	MINIMUM WINDOW OPENING AREA	MINIMUM WINDOW OPENING SPACING	MINIMUM WINDOW OPENING SPACING HEIGHT	MINIMUM WINDOW OPENING SPACING WIDTH	MINIMUM WINDOW OPENING SPACING AREA	MINIMUM WINDOW OPENING SPACING HEIGHT	MINIMUM WINDOW OPENING SPACING WIDTH	MINIMUM WINDOW OPENING SPACING AREA
RESIDENTIAL SINGLE-FAMILY	10,000	40	10, 10, 10	12	7	15%	5	6	4	15%	6	8	48	6	8	48	
RESIDENTIAL TWO-FAMILY	10,000	40	10, 10, 10	12	7	15%	5	6	4	15%	6	8	48	6	8	48	
RESIDENTIAL THREE-FAMILY	10,000	40	10, 10, 10	12	7	15%	5	6	4	15%	6	8	48	6	8	48	
RESIDENTIAL FOUR-FAMILY	10,000	40	10, 10, 10	12	7	15%	5	6	4	15%	6	8	48	6	8	48	
RESIDENTIAL FIVE-FAMILY	10,000	40	10, 10, 10	12	7	15%	5	6	4	15%	6	8	48	6	8	48	
RESIDENTIAL SIX-FAMILY	10,000	40	10, 10, 10	12	7	15%	5	6	4	15%	6	8	48	6	8	48	
RESIDENTIAL SEVEN-FAMILY	10,000	40	10, 10, 10	12	7	15%	5	6	4	15%	6	8	48	6	8	48	
RESIDENTIAL EIGHT-FAMILY	10,000	40	10, 10, 10	12	7	15%	5	6	4	15%	6	8	48	6	8	48	
RESIDENTIAL NINE-FAMILY	10,000	40	10, 10, 10	12	7	15%	5	6	4	15%	6	8	48	6	8	48	
RESIDENTIAL TEN-FAMILY	10,000	40	10, 10, 10	12	7	15%	5	6	4	15%	6	8	48	6	8	48	

PARKING REQUIREMENTS

USE	REQUIREMENT	REMARKS
RESIDENTIAL SINGLE-FAMILY	1.25 SPACES PER UNIT	
RESIDENTIAL TWO-FAMILY	2.5 SPACES PER UNIT	
RESIDENTIAL THREE-FAMILY	3.75 SPACES PER UNIT	
RESIDENTIAL FOUR-FAMILY	5.0 SPACES PER UNIT	
RESIDENTIAL FIVE-FAMILY	6.25 SPACES PER UNIT	
RESIDENTIAL SIX-FAMILY	7.5 SPACES PER UNIT	
RESIDENTIAL SEVEN-FAMILY	8.75 SPACES PER UNIT	
RESIDENTIAL EIGHT-FAMILY	10.0 SPACES PER UNIT	
RESIDENTIAL NINE-FAMILY	11.25 SPACES PER UNIT	
RESIDENTIAL TEN-FAMILY	12.5 SPACES PER UNIT	
OFFICE	3 SPACES PER 1,000 SQ. FT. OF FLOOR AREA	
RETAIL	4 SPACES PER 1,000 SQ. FT. OF FLOOR AREA	
RESTAURANT	5 SPACES PER 1,000 SQ. FT. OF FLOOR AREA	
ENTERTAINMENT	6 SPACES PER 1,000 SQ. FT. OF FLOOR AREA	
THEATER	7 SPACES PER 1,000 SQ. FT. OF FLOOR AREA	
CONCOURSE	8 SPACES PER 1,000 SQ. FT. OF FLOOR AREA	
STADIUM	9 SPACES PER 1,000 SQ. FT. OF FLOOR AREA	
INDUSTRIAL	1.25 SPACES PER 1,000 SQ. FT. OF FLOOR AREA	
WAREHOUSE	1.25 SPACES PER 1,000 SQ. FT. OF FLOOR AREA	
SALE YARD	1.25 SPACES PER 1,000 SQ. FT. OF FLOOR AREA	
TRUCK YARD	1.25 SPACES PER 1,000 SQ. FT. OF FLOOR AREA	

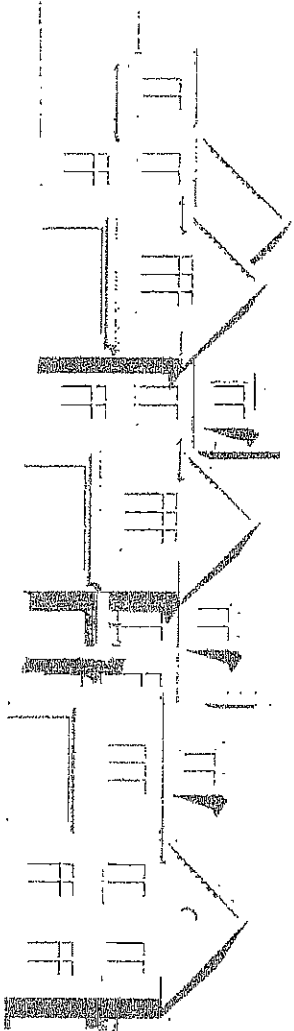
**DYKSTRA WALKER
DESIGN ARCHITECTS**
1100 S. 2ND ST. SUITE 200
PHILADELPHIA, PA 19104
(215) 928-1100
WWW.DYKSTRAWALKER.COM

MARK SIMICLAN, P.E.
1100 S. 2ND ST. SUITE 200
PHILADELPHIA, PA 19104
(215) 928-1100
WWW.DYKSTRAWALKER.COM

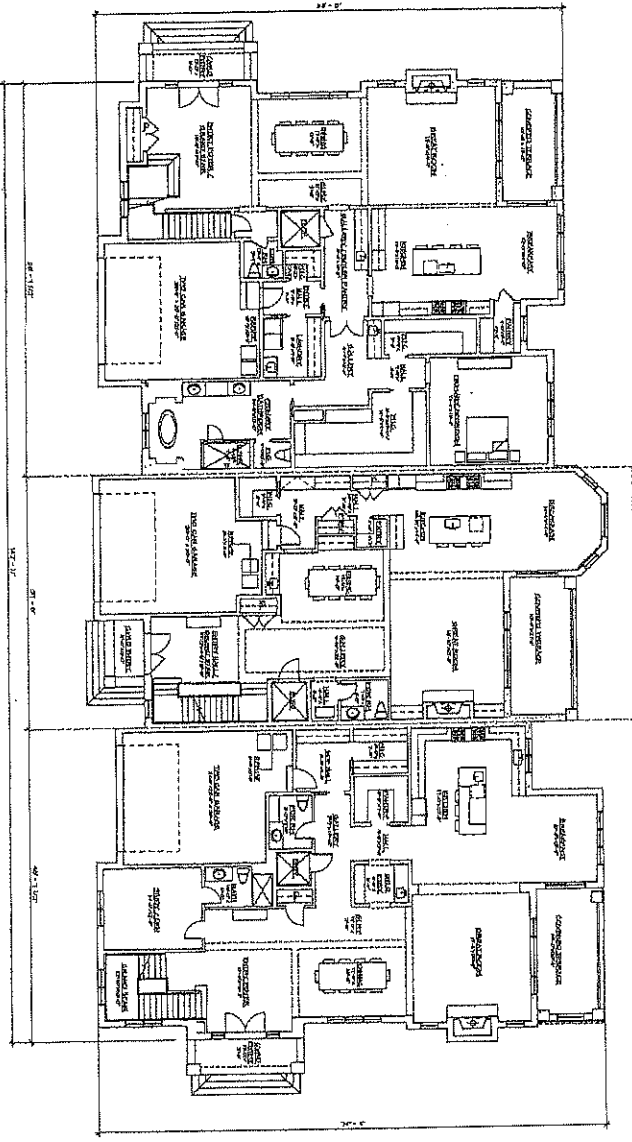
**OVERALL SITE PLAN
PRELIMINARY & TRIAL SITE PLAN
FRICK ESTATES IN ALPINE
BLOCK 55, LOTS 25, 26, 27, 28, 29, & 30
CLUSTER BLOCK ROAD OF ALPINE
BOROUGH OF BERWYN
BERGEN COUNTY NEW JERSEY**

DATE: 05/04/2010
SCALE: 1"=40'
DRAWN BY: DW
CHECKED BY: [Signature]

FRICK ESTATES
PROPOSED TOWNHOMES
ALPINE, NEW JERSEY



ZAMPOLIN & ASSOCIATES
A R C H I T E C T S



END UNIT BRUNNEN/LIBRARY/LOBBY/REAR PORCHES
 (DOUBLE LETTER UNIT + FRONT ENTRY)
 UNIT TYPE: 2001
 FRONT FLOOR: 2001 SF
 REAR FLOOR: 2001 SF
 TOTAL: 4002 SF

INTERIOR UNIT
 TYPICAL
 UNIT TYPE: 2001
 FRONT FLOOR: 2001 SF
 REAR FLOOR: 2001 SF
 TOTAL: 4002 SF

END UNIT BRUNNEN/LIBRARY/LOBBY/REAR PORCHES
 TYPE A, B & C
 (DOUBLE LETTER UNIT + FRONT ENTRY)
 UNIT TYPE: 2001
 FRONT FLOOR: 2001 SF
 REAR FLOOR: 2001 SF
 TOTAL: 4002 SF

NOTE: EACH MARKET RATE UNIT WILL HAVE FULL INSURURED GARAGE. PRICING TO BE DETERMINED BY THE UNIT PURCHASERS. COMM RATE UNITS WILL NOT HAVE GARAGES.



NO.	REVISION	DATE
1	ISSUED FOR PERMITTING	08/15/2011
2	ISSUED FOR PERMITTING	08/15/2011
3	ISSUED FOR PERMITTING	08/15/2011
4	ISSUED FOR PERMITTING	08/15/2011
5	ISSUED FOR PERMITTING	08/15/2011
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8	ISSUED FOR PERMITTING	08/15/2011
9	ISSUED FOR PERMITTING	08/15/2011
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11	ISSUED FOR PERMITTING	08/15/2011
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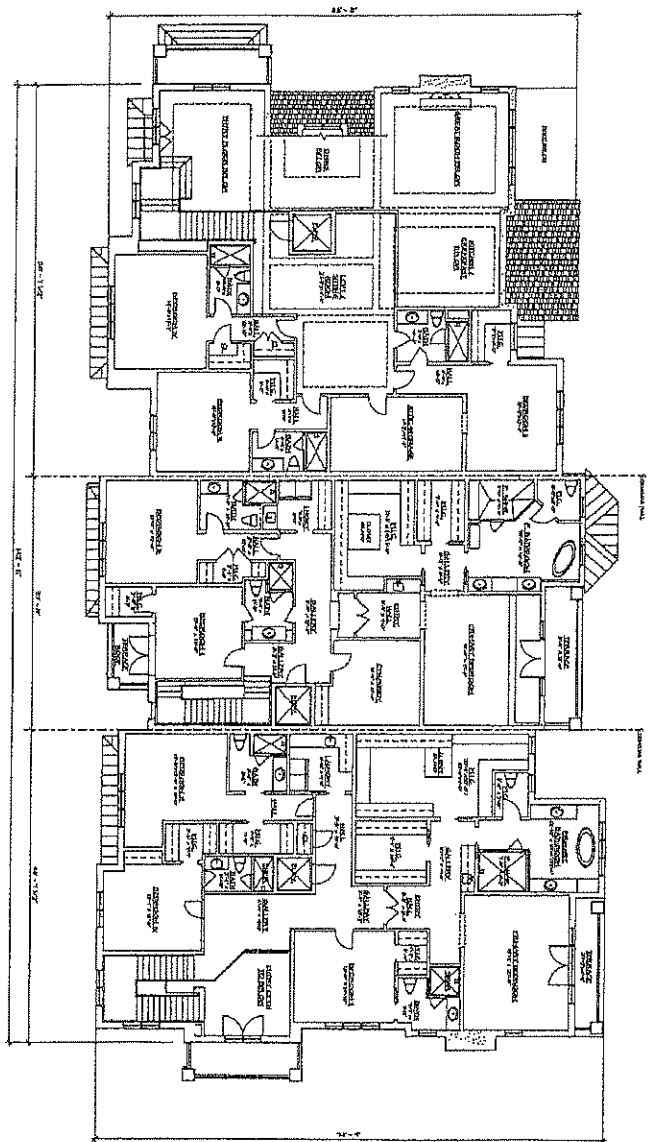
FRICK ESTATES
PROPOSED TOWNHOMES
 ALPHEE NEW JERSEY

NO.	REVISION	DATE
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19	ISSUED FOR PERMITTING	08/15/2011
20	ISSUED FOR PERMITTING	08/15/2011

NO.	REVISION	DATE
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18	ISSUED FOR PERMITTING	08/15/2011
19	ISSUED FOR PERMITTING	08/15/2011
20	ISSUED FOR PERMITTING	08/15/2011

TYPICAL BUILDING
 FIRST FLOOR PLAN
 A1

TIPICAL BUILDINGS - SECOND FLOOR PLAN



END UNIT FINANCIAL SERVICES BUILDING
 TYPE A, B, C
 (DOUBLE LETTER UNIT - FRONT ENTRY)

INTERMEDIATE
 TYPE A, B, C

END UNIT FINANCIAL SERVICES BUILDING
 TYPE A, B, C
 (DOUBLE LETTER UNIT - FRONT ENTRY)

NOTE: EACH NUMBERED UNIT SHALL HAVE FULL UNIMPARED ACCESS TO THE STAIRS AND ELEVATORS BY THE UNIT PROVIDERS. (COUNT RATE UNITS WILL NOT HAVE STAIRS/ELEVATORS)

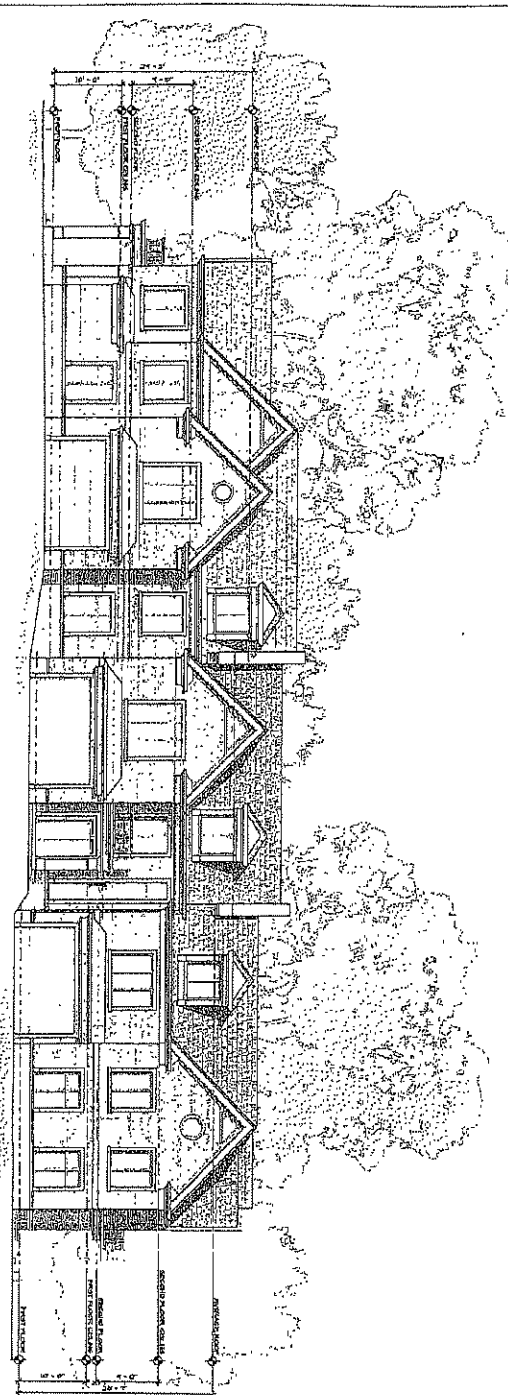


NO.	DESCRIPTION	DATE
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2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	


FRICK ESTATES
PROPOSED TOWNHOMES
 ALPINE AVE, JERSEY

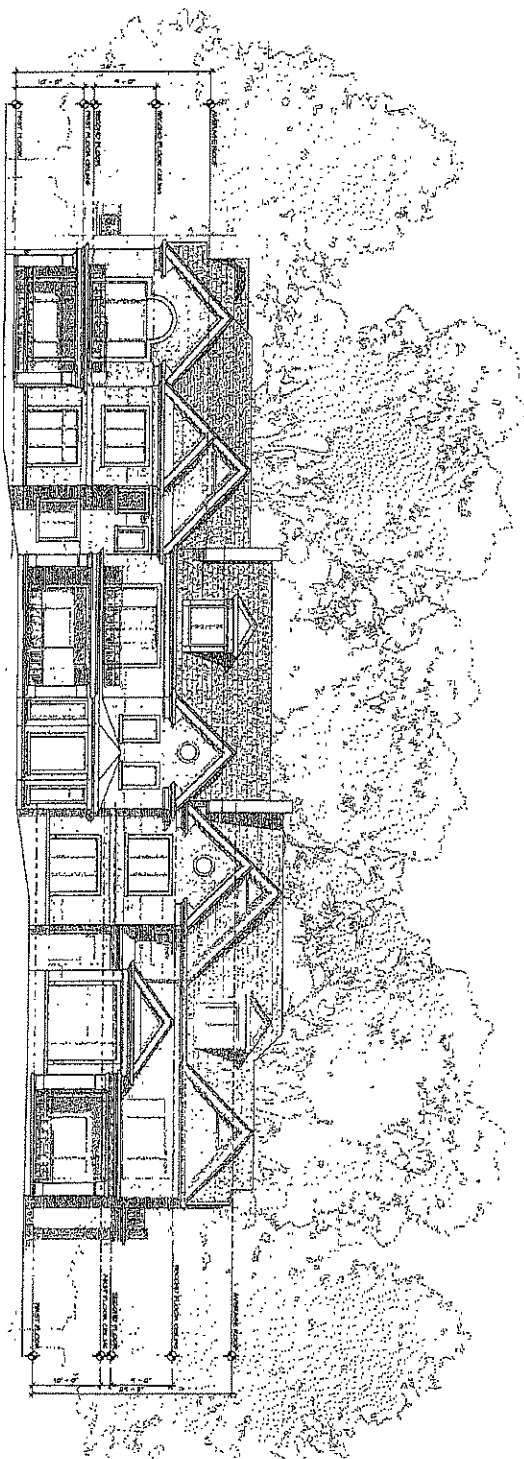
NO.	DESCRIPTION	DATE
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2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

TIPICAL BUILDINGS
 SECOND FLOOR PLAN
 A2



① FRONT ELEVATION

		<p>FRICK ESTATES PROPOSED TOWNHOMES</p> <p>ALPINE, NEW JERSEY</p>		<p>DATE: 11/15/11</p> <p>SCALE: AS SHOWN</p> <p>PROJECT NO.: 111111</p> <p>CLIENT: FRICK ESTATES</p> <p>ARCHITECT: ZACHRY ASSOCIATES</p>		<p>PROJECT NO.: 111111</p> <p>DATE: 11/15/11</p> <p>SCALE: AS SHOWN</p> <p>CLIENT: FRICK ESTATES</p> <p>ARCHITECT: ZACHRY ASSOCIATES</p>		<p>TYPICAL BUILDING ELEVATIONS</p> <p>AS</p>	
---	--	--	--	--	--	--	--	--	--



REAR ELEVATION



NO.	DESCRIPTION	DATE	BY	CHKD.

FRICK ESTATES
PROPOSED TOWNHOMES
ALPINE HIGH STREET

NO.	DESCRIPTION	DATE	BY	CHKD.

ARCHITECT
ALPINE HIGH STREET

NO.	DESCRIPTION	DATE	BY	CHKD.

TYPICAL BUILDING ELEVATION
A4



NO.	REVISION	DATE

FRICK ESTATES
PROPOSED TOWNHOMES
NORTH NEW JERSEY

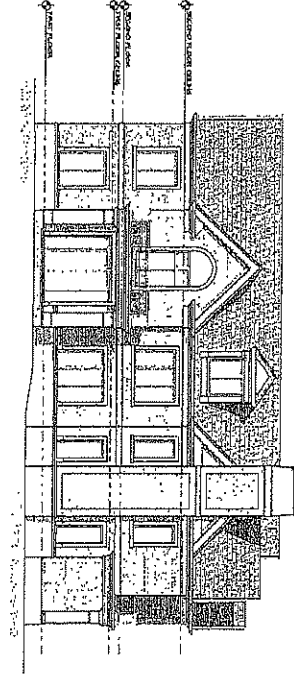
OWNER'S REPRESENTATIVE	
NAME	
ADDRESS	
CITY	
STATE	
ZIP	

PLANNING & ARCHITECTURE
ARCHITECTS
P.L.L.C.

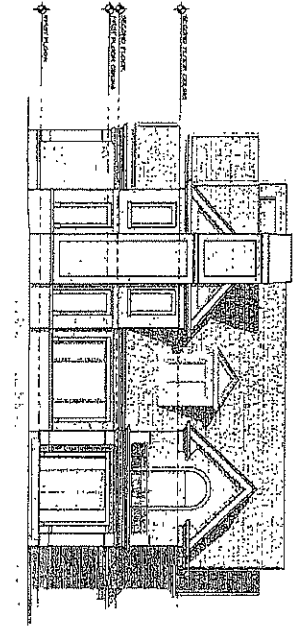
DATE	

TYPICAL BUILDING ELEVATIONS
AS

① SIDE ELEVATION - MASTER UP ENTRY



② SIDE ELEVATION - MASTER DOWN ENTRY



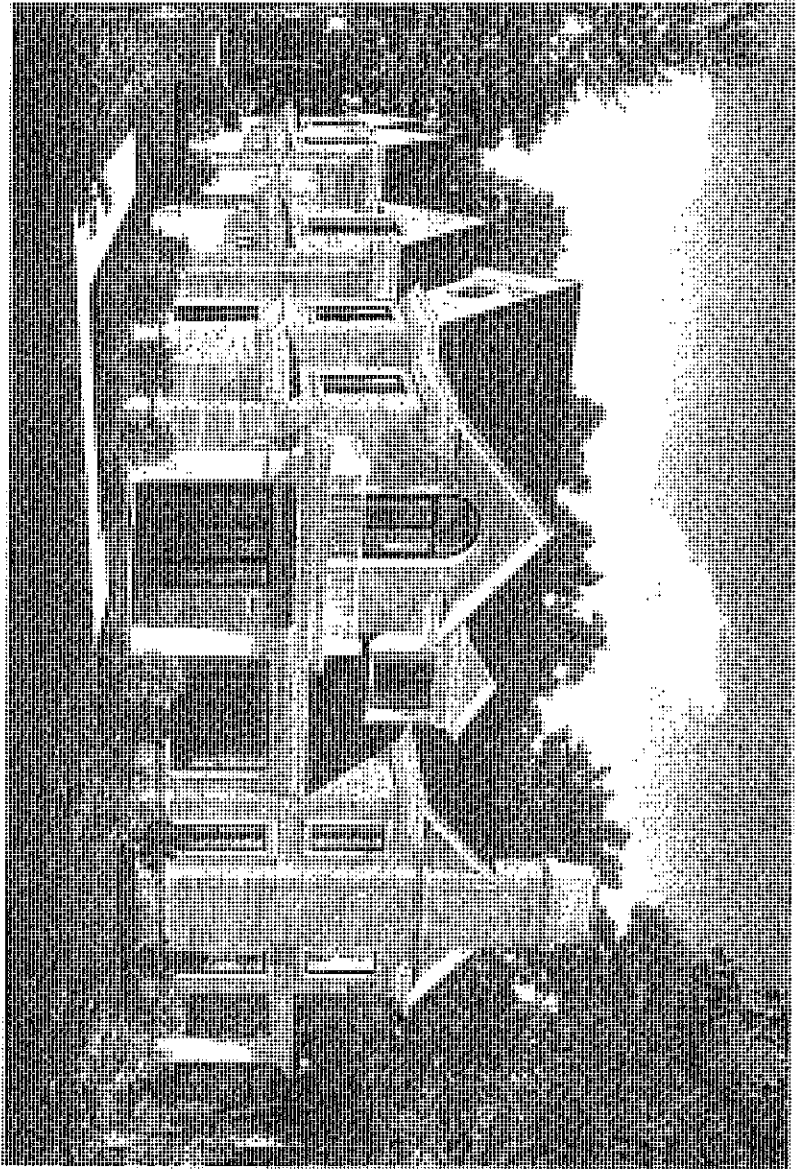
BUILDING MATERIALS

WHITE BRICK

LIGHT TONED LIMESTONE ACCENT/TIMBER



DARK GREY COMPOSITE SLATE ROOFING



**FRICK ESTATES
PROPOSED TOWNHOMES**

ALPINE HILL ESTATE

OWNER: T. GARDNER, III

NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	WHITE BRICK	1000	1.50	1500.00
2	LIGHT TONED LIMESTONE ACCENT/TIMBER	500	2.00	1000.00
3	DARK GREY COMPOSITE SLATE ROOFING	200	5.00	1000.00

FRICK ESTATES
ALPINE HILL ESTATE

OPTION WHITE BRICK

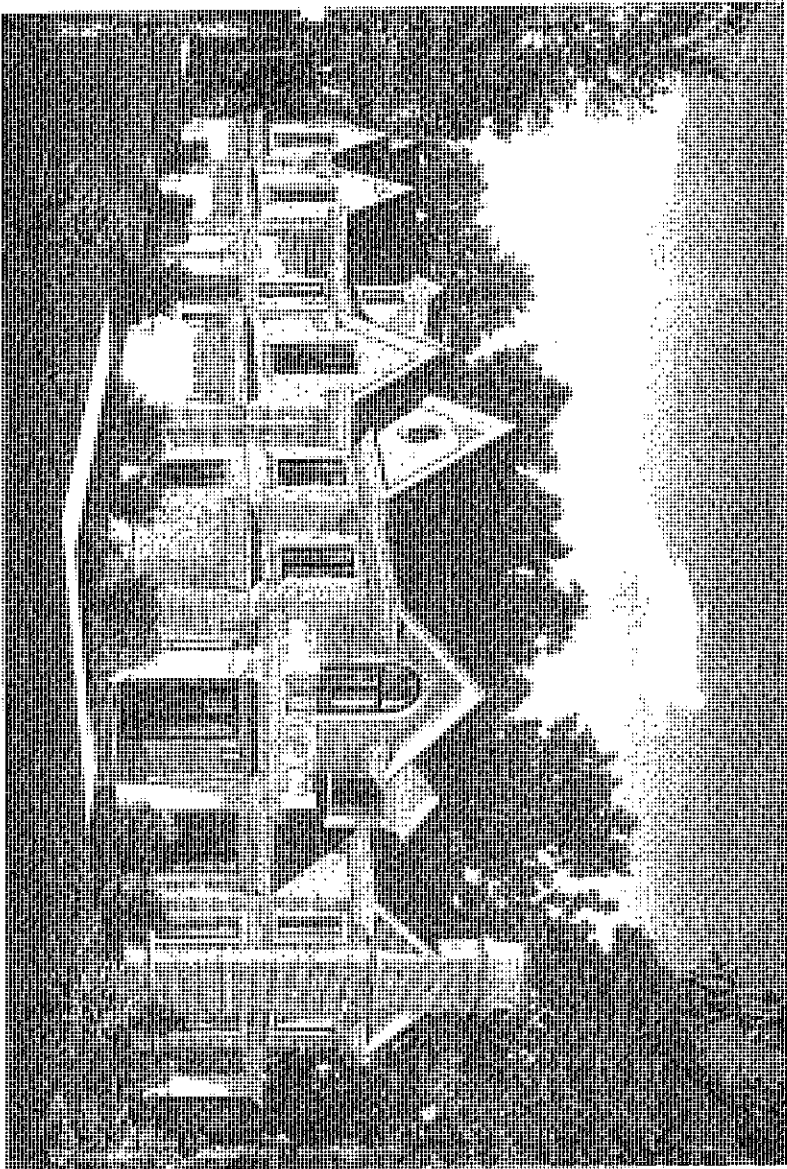
A6

BUILDING MATERIALS

PAINT BRICK

LIGHT TONED LINESTONE ACCENT/TINIA

DARK GRAY COMPOSITE SLATE ROOFING



NO.	DESCRIPTION	QUANTITY	UNIT

**FRICK ESTATES
PROPOSED TOWNHOMES**

ALPHE NEM JORDER

NO.	DESCRIPTION	QUANTITY	UNIT

**ZARONIK ASSOCIATES
ARCHITECTS**

NO.	DESCRIPTION	QUANTITY	UNIT

**INDUSTRIALS
OPTION WHITE BRICK**

A7

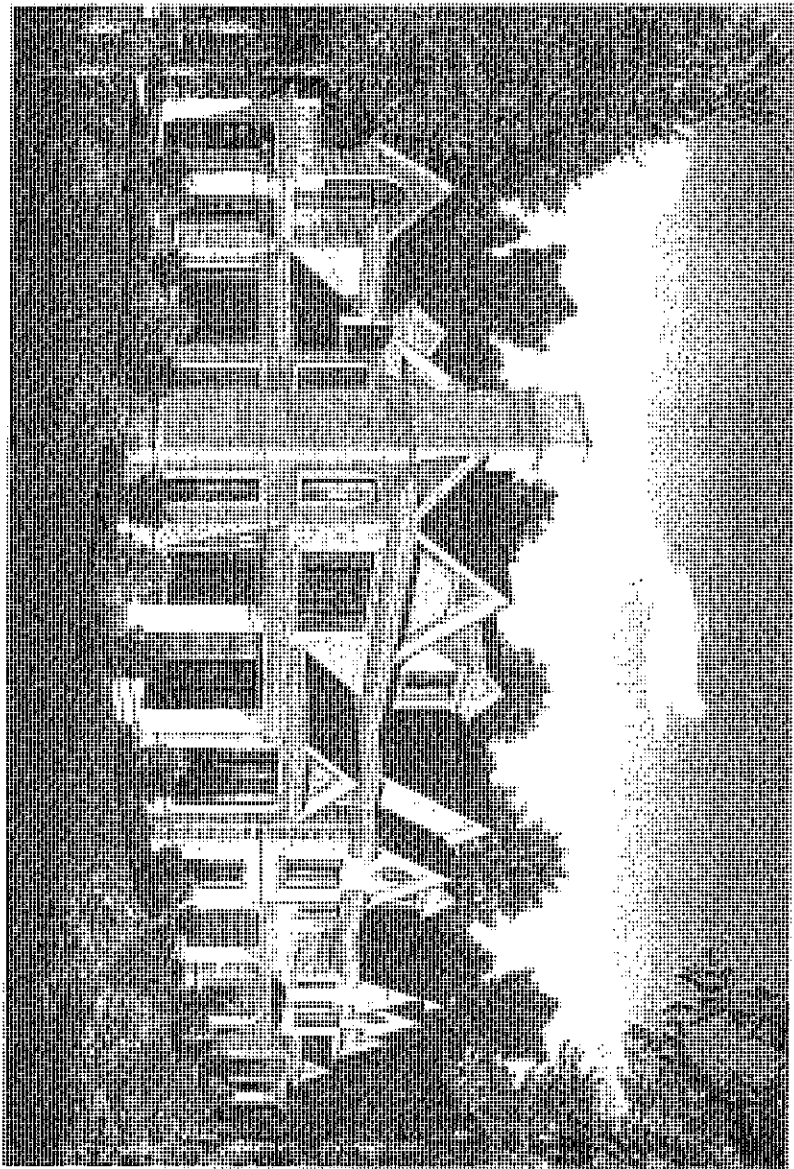
BUILDING MATERIALS

MITE BRICK

LIGHT TONED LIMESTONE ACCENT/TIM



DARK GREY COMPOSITE SLATE ROOFING



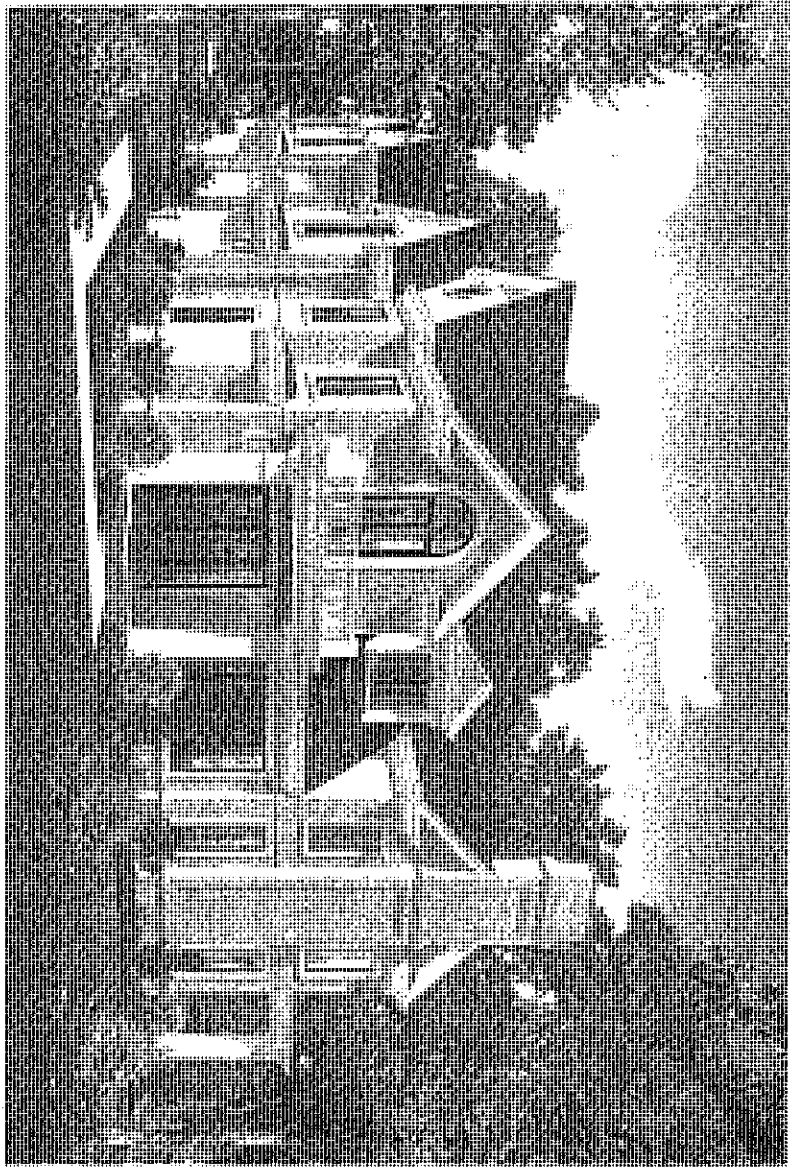
FRICK ESTATES PROPOSED TOWNHOMES		
ALPINE VIEW DRIVE		
PROPERTY & ZONING		
OWNER: FRICK ESTATES	PROJECT: PROPOSED TOWNHOMES	
ADDRESS: ALPINE VIEW DRIVE	LOT: []	
ZONING: []	PERMITS: []	
DATE: []	SCALE: []	
DESIGNER		
NAME: ZIMMER ASSOCIATES	ADDRESS: []	
PHONE: []	FAX: []	
EMAIL: []	WEBSITE: []	
REVISIONS		
NO.	DATE	DESCRIPTION
1	[]	[]
2	[]	[]
3	[]	[]
OPTION WHITE BRICK		
AB		

BUILDING MATERIALS

BRICK BRICK

LIGHT TONED LANTERNE ACCENT/TINA

DARK GRAY COMPOSITE SLATE ROOFING



Project Name	FRICK ESTATES PROPOSED TOWNHOMES		
Client	ALAN FRICK, NJ		
Site No.	123456		
Scale	1/4" = 1'-0"		
Sheet No.	1	2	3
Date	12/15/2010		

**FRICK ESTATES
PROPOSED TOWNHOMES**
ALAN FRICK, NJ

DATE	12/15/10	PROJECT	FRICK ESTATES PROPOSED TOWNHOMES
BY	ASD	SCALE	1/4" = 1'-0"
CHECKED		SHEET NO.	1
APPROVED		TOTAL SHEETS	3

**JAMES M. LINDSEY
ARCHITECTS**
300 W. 8th Street
New York, NY 10014
Tel: 212-692-9090
Fax: 212-692-9091

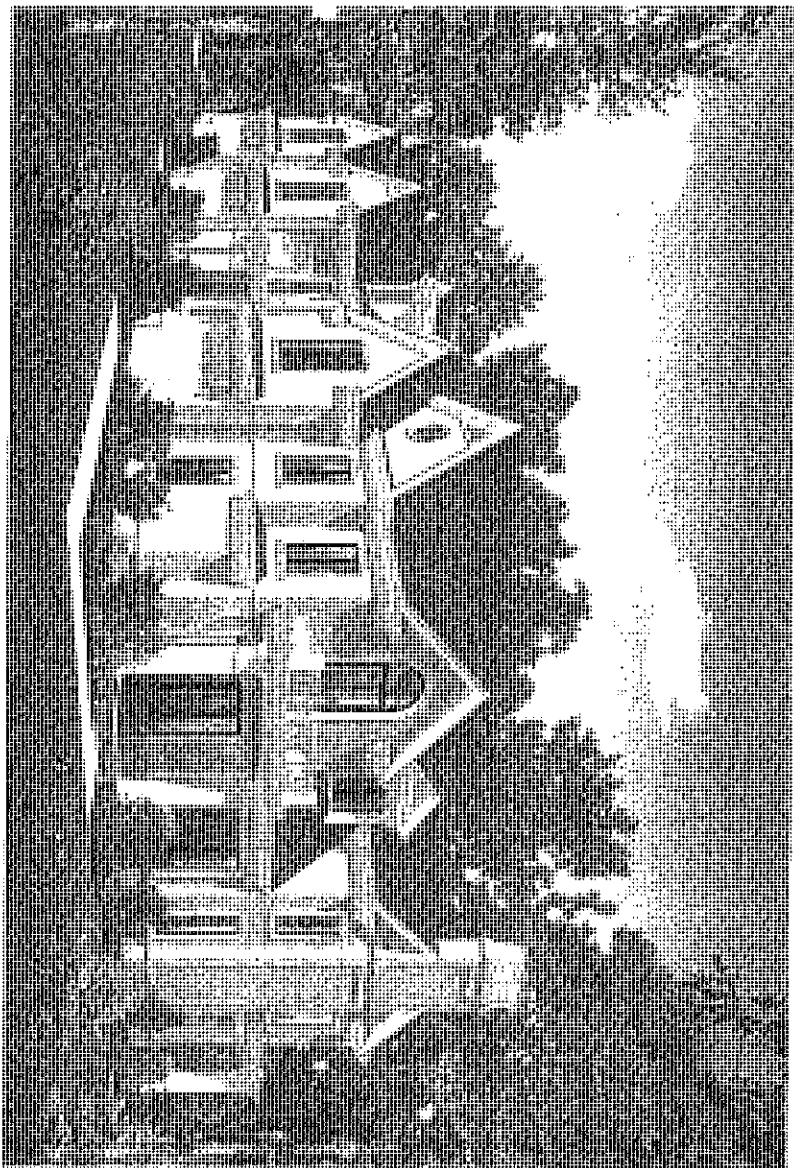
INSPIRENSIS
OPTIONAL BRICK
A4

BUILDING MATERIALS

BIRD BRICK

LIGHT TONED LAMBERTON ACORN/PAK

DARK GREY/CONCRETE SLATE ROOFING



NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	BRICK				
2	ROOFING				
3	TRIM				

**FRICK ESTATES
PROPOSED TOWNHOMES**

APRIL 1998

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	BRICK				
2	ROOFING				
3	TRIM				

LABOR & MATERIALS
ESTIMATE
NO. 1000

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	BRICK				
2	ROOFING				
3	TRIM				

LABOR & MATERIALS
ESTIMATE
NO. 1000
OPTION BRICK BRICK

A10





NO.	DESCRIPTION	DATE	BY

**FRICK ESTATES
PROPOSED TOWNHOMES**

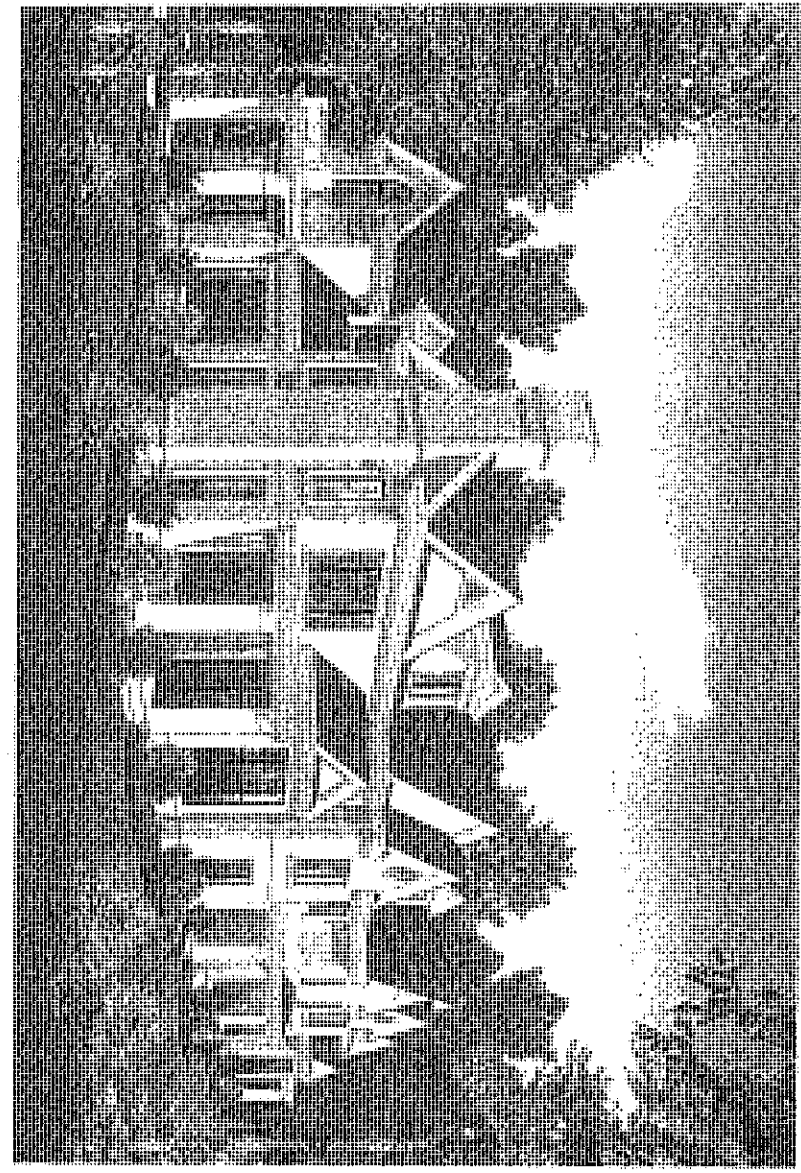
ALPINE, NEW JERSEY

DATE	DESCRIPTION	BY

ZANGBIL & ASSOCIATES
ARCHITECTS
1000 ...

DATE	DESCRIPTION	BY

NOTES:
OPTION DEDUCE BRICK
A11



BRICK

LIGHT TONES LAMBERT ACCOUNTRY

DARK GREY COMPOSITE SHUTE ROOFING

BUILDING MATERIALS



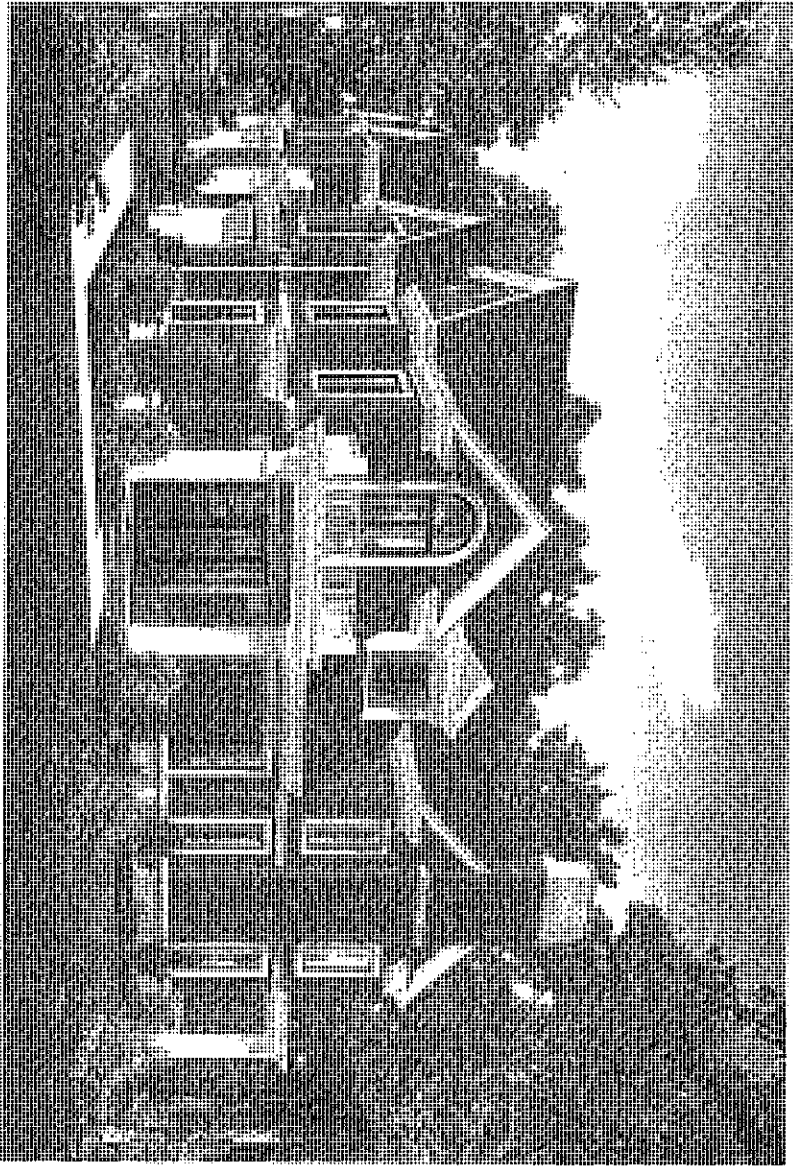
RED BRICK



DARK GREY COMPOSITE SLATE ROOFING

BUILDING MATERIALS

LIGHT TAUPE LIMESTONE ACCENT/trim



REVISIONS

NO.	DATE	DESCRIPTION

**FRICK ESTATES
PROPOSED TOWNHOMES**

ALPINE, NEW JERSEY

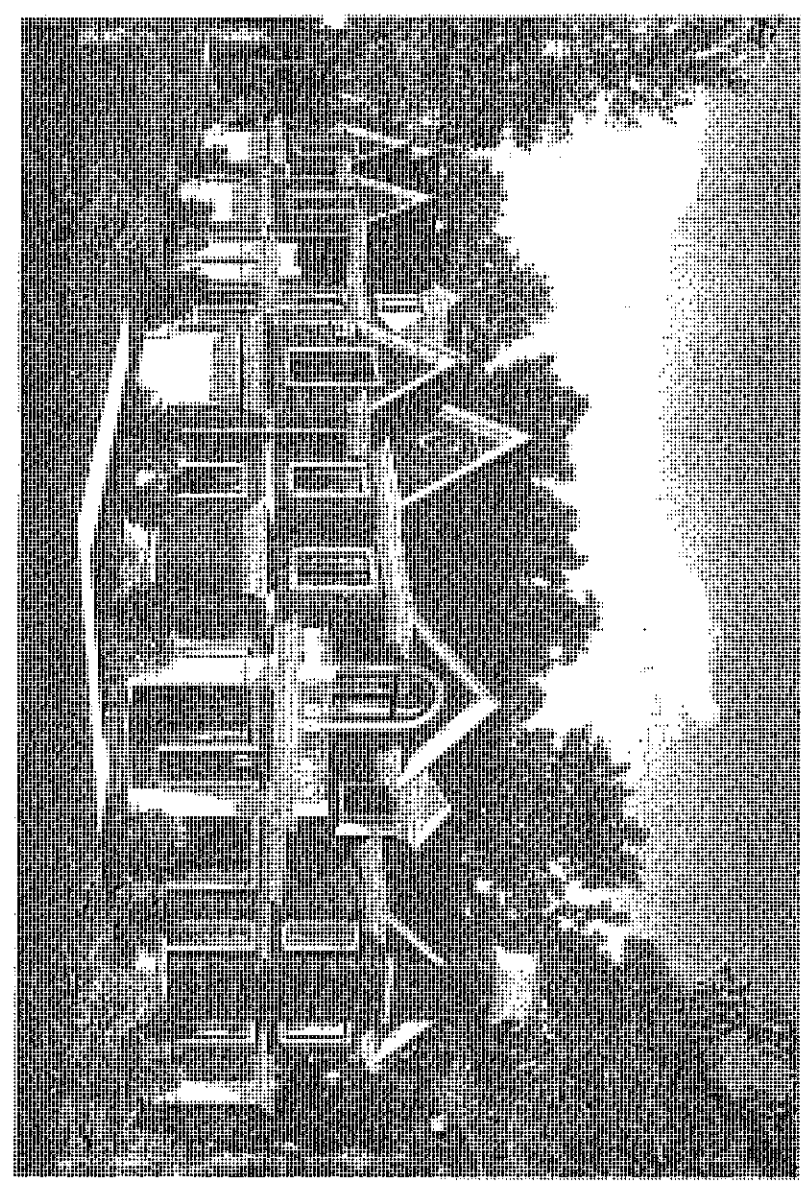
NO.	DATE	DESCRIPTION

ZARNOVA ASSOCIATES
ARCHITECTS

NO.	DATE	DESCRIPTION

OPTION RED BRICK
A12





BUILDING MATERIALS



RED BRICK



LIGHT TONED LIMESTONE ACCENT TRIM



DARK GREY COMPOSITE SLATE ROOFING



REVISIONS

NO.	DATE	DESCRIPTION

**FRICK ESTATES
PROPOSED TOWNHOMES**
ALPINE, NEW JERSEY




OWNER: C. FRIEDMAN, AIA

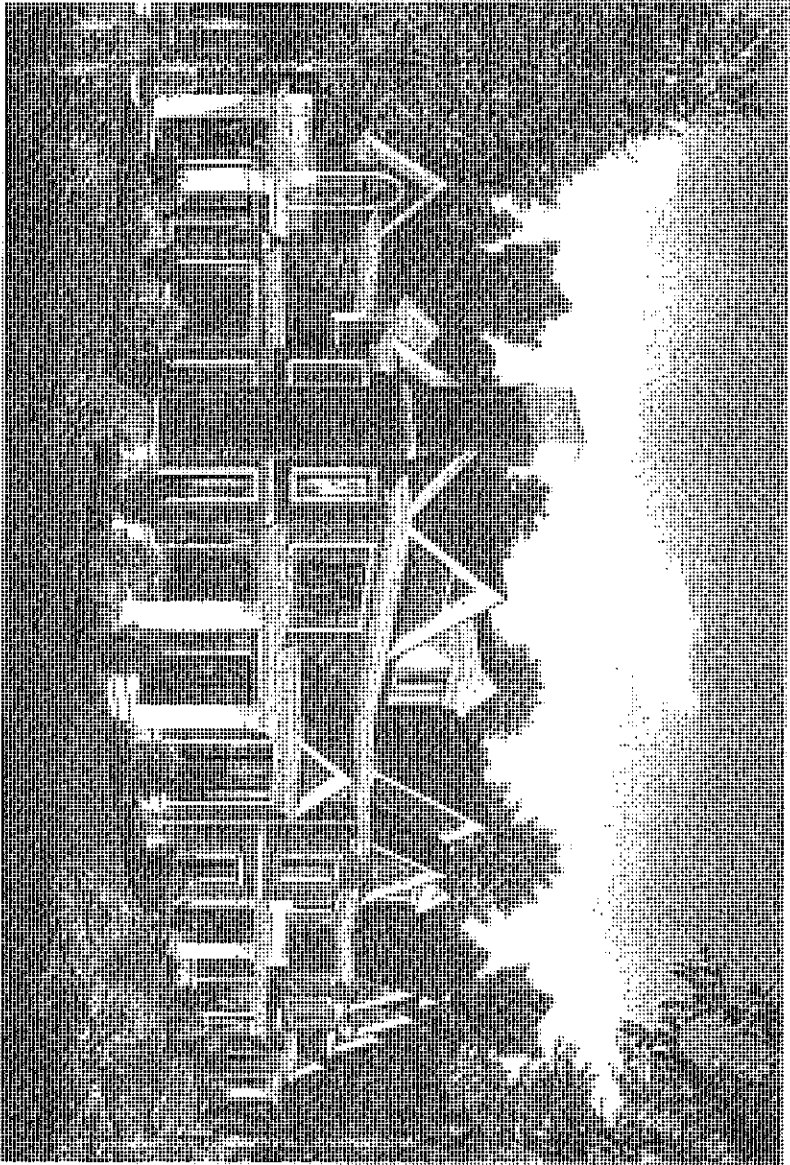
NO.	DATE	DESCRIPTION

ARCHITECT: HARRIS & ASSOCIATES
ARCHITECTS
1150 RIVER ST.
NEWARK, NJ 07102
TEL: 973-261-1111
WWW.HARRISARCHITECTS.COM

PROJ. NO. 1001
OPTION 1001 BRICK
A13

BUILDING MATERIALS

-  RED BRICK
-  LIGHT TONED LIMESTONE ACCENT/TRIM
-  DARK GREY COMPOSITE SLATE ROOFING



**FRICK ESTATES
PROPOSED TOWNHOMES**

ALPINE, NEW JERSEY

DESIGNER: ZACHRY R. LANGRISH ARCHITECTS

DATE: 10/2014

PROJECT: FRICK ESTATES

SCALE: 1/2" = 1'-0"

NO. OF SHEETS: 15

THIS SHEET NO.: 14

REVISIONS

OPTION: RED BRICK

A14

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Montvale, New Jersey 07645
201.799.2107
Co-counsel for Plaintiffs,
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Investments # 5, LLC; F.E. Alpine, Inc.

John Schepisi, Esq. (248171968)
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473 Sylvan Avenue
Englewood Cliffs, New Jersey 07632
201.569.9898
Co-counsel for Plaintiffs,
Sylco Investments # 4, LLC; Sylco
Investments # 5, LLC; F.E. Alpine, Inc.

IN THE MATTER OF THE
APPLICATION OF THE BOROUGH OF
ALPINE, a Municipal Corporation
of the State of New Jersey

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-6286-15

CIVIL ACTION

**CONSENT ORDER OF LIMITED
JOINDER**

THIS MATTER having been brought before the Court upon the joint request of Schepisi & McLaughlin, P.A. (John Schepisi, Esq., appearing) and Beattie Padovano, LLC (Antimo A. Del Vecchio, Esq., appearing), attorneys for , Sylco Investments # 4, LLC; Sylco Investments # 5, LLC; and F.E. Alpine, Inc. (collectively "Sylco"), Surenian Edwards Buzak & Nolan, LLC (Edward J. Buzak, Esq., appearing) and Huntington Bailey, LLP (Levi J. Kool, Esq., appearing) attorneys for Defendant, Borough of Alpine and Bern Root, LLC (Douglas M. Bern, Esq., appearing), attorneys for , Borough of Alpine Planning Board, ("Board") for an Order of limited

joinder as set forth hereinafter of Sylco and the Board as interested parties in the above captioned action ;

IT IS on this _____ day of _____, 2023,

ORDERED as follows:

Sylco and the Board are hereby granted limited joinder status in the Declaratory Judgment action bearing docket number BER-L-6286-15 pursuant to R:4:28-1 solely for the purposes of (i) modifying, removing or discharging the Condition of Approval (“COA”) and Deed Restriction (“DR”) as the same are described in Article V Section G of a certain Settlement Agreement by and among Sylco, the Board, and the Borough of Alpine (“Settlement Agreement”) in litigation bearing Docket Number BER-L-293-20 and (ii) participating in the proceedings including the Fairness Hearing for all matters relating to, arising from or the implementation of, the Settlement Agreement. ; and

IT IS FURTHER ORDERED that Sylco and the Board shall not be required to file answers in the above captioned action..

IT IS FURTHER ORDERED that counsel shall be served a copy of this Order by eCourts and a copy of this Order shall be sent electronically and by regular mail to counsel for the Borough of Alpine Planning Board within _____ days of the date hereof.

Hon. Gregg A. Padovano, JSC

The undersigned counsel consent to the form and entry of the foregoing Order

SCHEPISI & MCLAUGHLIN, P.A.
Attorneys for Sylco Investments #4, LLC;
Sylco Investments #5, LLC; and F.E. Alpine

BEATTIE PADOVANO, LLC
Attorneys for Sylco Investments #4, LLC;
Sylco Investments #5, LLC; and F.E. Alpine

By: _____
John Schepisi, Esq.

Dated:

SURENIAN EDWARDS BUZAK &
NOLAN, LLC
Attorneys for Borough of Alpine

By: _____
Edward J. Buzak, Esq.

Dated:

BERN ROOT, LLC
Attorneys for Borough of Alpine Planning
Board

By: _____
Douglas M. Bern, Esq.

Dated:

By: _____
Antimo A. Del Vecchio, Esq.

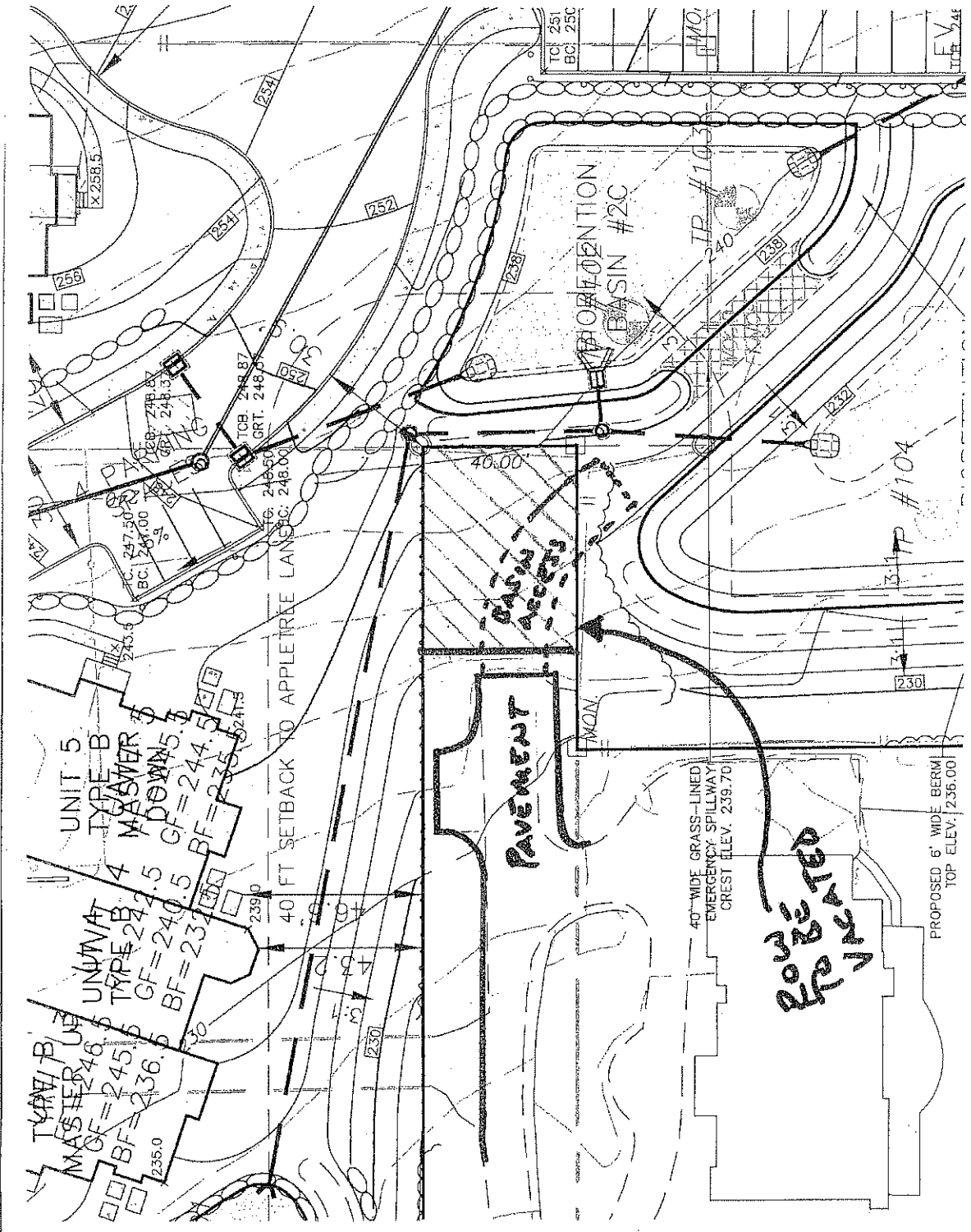
Dated:

HUNTINGTON BAILEY, LLP
Attorneys for Borough of Alpine

By: _____
Levi J. Kool, Esq.

Dated:

EXHIBIT "D"



ROUTE
 TO BE
 RE-PAVED
 VMC

A-3 Affordable Fair Housing Ordinance

**BOROUGH OF ALPINE
ORDINANCE NO. 2024-___**

AFFORDABLE HOUSING ORDINANCE

AN ORDINANCE CREATING A NEW CHAPTER, “AFFORDABLE HOUSING,” OF THE CODE OF THE BOROUGH OF ALPINE, COUNTY OF BERGEN, STATE OF NEW JERSEY, TO ADDRESS THE BOROUGH’S AFFORDABLE HOUSING OBLIGATIONS UNDER THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC)

BE IT ORDAINED, by the Mayor and Council of the Borough of Alpine, in the County of Bergen, and State of New Jersey, that a new chapter, “Affordable Housing,” of the Code of the Borough of Alpine, is hereby created with this Ordinance, to address the Borough’s constitutional obligation to provide for its fair share of affordable housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985, as amended.

SECTION 1. A new chapter, Chapter 60: Affordable Housing, shall be added to the General Legislation section of the Borough Code, which shall read as follows:

§60-1 Affordable housing obligation.

- A.** This chapter is intended to assure that affordable housing units are created with controls on affordability over time and that low- and moderate-income households shall occupy these units. This chapter shall apply except where inconsistent with applicable law.
- B.** The Alpine 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 Housing Element and Fair Share Plan has been endorsed by the governing body. The Fair Share Plan describes the ways the Borough of Alpine shall address its fair share for affordable housing as directed by the Superior Court and documented in the Housing Element.
- C.** This chapter implements and incorporates the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C.5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985, as amended.

§60-2 Definitions.

The following terms, as used in this chapter, shall have the following meanings:

ACCESSORY APARTMENT

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

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

ADAPTABLE

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

ADMINISTRATIVE AGENT

The entity responsible for administering the affordability controls with respect to specific restricted units in accordance with this chapter, the applicable regulations of the Council on Affordable Housing, and the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26 et seq.

AFFIRMATIVE MARKETING

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

The average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE

A sales price or rent within the means of a low- or moderate-income household as defined by COAH in its applicable regulations or an equivalent controlling New Jersey state agency; 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 HOUSING DEVELOPMENT

A housing development all or a portion of which consists of restricted units.

AFFORDABLE HOUSING PROGRAM(S)

Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE UNIT

A housing unit proposed or created pursuant to the Act and, 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 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.

AGENCY

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

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.

ALTERNATIVE LIVING ARRANGEMENT

A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

ASSISTED LIVING RESIDENCE

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

A household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

COAH

The Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.).

DCA

The State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT

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

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

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

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 use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 50 percent or less of the median household income.

LOW-INCOME UNIT

A restricted unit that is affordable to a low-income household.

MAJOR SYSTEM

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

Housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME

The median income by household size for the applicable housing region, as adopted annually by DCA.

MODERATE-INCOME HOUSEHOLD

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

A restricted unit that is affordable to a moderate-income household.

MUNICIPAL HOUSING LIAISON

The employee charged by the governing body with the responsibility for oversight and administration of the affordable housing program for the Borough of Alpine.

NON-EXEMPT SALE

Any sale or transfer of ownership other than the transfer of ownership between spouses; 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

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

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 duly adopted Regional Income Limits published annually by DCA.

REHABILITATION

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

RENT

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

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 the New Jersey Housing and Mortgage Finance Agency's Urban Homeownership Recovery Program (UHORP) or the Agency's Market Oriented Neighborhood Investment Program (MONI).

UHAC

The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

VERY LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 30 percent or less of the median household income for the applicable housing region.

VERY LOW-INCOME UNIT

A restricted unit that is affordable to a very low-income household.

WEATHERIZATION

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 purposes of a rehabilitation program.

§60-3 Applicability.

- A.** The provisions of this chapter shall apply to all developments that contain low-and/or moderate-income housing units, including any affordable housing developments that currently exist, any affordable housing developments that are proposed to be created within the Borough of Alpine pursuant to the Borough's most recently adopted Housing Element and Fair Share Plan, as well as any currently unanticipated future developments that will provide low- and/or moderate-income housing units.
- B.** All affordable housing developments, including those intended to be funded through federal Low Income Housing Tax Credit programs, shall be deed restricted to comply with the applicable COAH and/or UHAC Rules pertaining to the income and bedroom distributions of the units.

§60-4 Rehabilitation program.

- A.** The Borough will work with the Bergen County Home Improvement Program to address the Borough's Rehabilitation Obligation. Any such rehabilitation programs shall be designed to renovate deficient housing units occupied by low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.
- B.** All rehabilitated rental and owner-occupied units shall remain affordable to low- and moderate-income households for a period of 10 years (the control period). For owner occupied units, the control period will be enforced with a lien and, for renter occupied units, the control period will be enforced with a deed restriction.

- C. The Borough of Alpine shall dedicate \$10,000 for each unit to be rehabilitated through this program, up to the Rehabilitation Obligation.
- D. The Borough shall adopt a resolution committing to fund any shortfall in the Borough's Rehabilitation Program.
- E. Units in a rehabilitation program shall be exempt from Uniform Housing Affordability Controls (UHAC), but shall be administered in accordance with the following:
 - (1) If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to §60-8.C, §60-9, and UHAC.
 - (2) If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to §60-8.C and UHAC.
 - (3) Rents in rehabilitated units may increase annually based on the standards in §60-8.C.
 - (4) Applicant and/or tenant households shall be certified as income-eligible in accordance with §60-8.C and UHAC, except that households in owner occupied units shall be exempt from the regional asset limit.

§60-5 Accessory apartment program.

- A. It is the purpose of this program to help meet the Borough of Alpine's fair share housing obligation through the subsidization of at least 4 accessory apartments in the Borough for occupancy by very low-, low- or moderate-income households.
- B. This program shall remain in effect until July 1, 2025. Any units that are in progress or for which discussions have been initiated prior to July 1, 2025 shall be permitted to continue after this date.
- C. All accessory apartments shall meet the following conditions:
 - (1) Accessory apartments shall be permitted in principal or accessory buildings in all zones on lots developed with a detached single-family dwelling according to the applicable area, yard, and bulk requirements, provided the accessory apartment is affordable to low- or moderate-income households.
 - (2) Accessory apartments shall comply with all applicable statutes and regulations of the State of New Jersey in addition to all building codes.
 - (3) At the time of initial occupancy of the unit and for at least 10 years thereafter, the accessory apartment shall be rented only to a household which is either a very-low, low- or moderate-income household.
 - (4) Rents of accessory apartments shall be affordable to very-low, low- or moderate-income households as per this chapter and UHAC regulations.
 - (5) There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the accessory apartment is located running with the land and limiting its subsequent rental or sale of the unit and the accessory apartment. The deed or declarations shall be reviewed and approved by the Borough Attorney prior to recording; and such document must be recorded prior to the issuance of a building permit or, if no building permit needs to be issued, prior to the issuance of the Certificate of Occupancy.

- (6) The appropriate utility authority must certify that there is water and sewer infrastructure with sufficient capacity to serve the proposed accessory apartment. Where the proposed location is served by an individual well and/or septic system, the additional capacity necessitated by the new unit must meet the appropriate NJDEP standards.
 - (7) Accessory apartments shall be exempt from the bedroom mix requirements set forth in this chapter. The Borough of Alpine accessory apartment program shall not restrict the number of bedrooms in any accessory apartment.
- D.** The Borough of Alpine shall designate an administrative entity to administer the accessory apartment program that shall have the following responsibilities:
- (1) The Administrative Agent shall administer the accessory apartment program, including advertising, income qualifying prospective renters, setting rents and annual rent increases, maintaining a waiting list, distributing the subsidy, securing certificates of occupancy, qualifying properties, handling application forms, filing deed restrictions and monitoring reports and affirmatively marketing the affordable accessory apartment program in accordance with this chapter and UHAC.
 - (2) The administrative entity shall only deny an application for an accessory apartment if the project is not in conformance with COAH's rules and/or the provisions of this chapter. All denials shall be in writing with the reasons clearly stated.
 - (3) The program shall require that, of the 4 subsidized accessory apartments, at least one shall be very-low income, no more than one may be moderate-income, and the remainder may be low-income.
 - (4) The Borough of Alpine shall provide \$70,000 to subsidize the creation of each accessory apartment. Subsidy may be used to fund actual construction costs and/or to provide compensation for reduced rental rates.
 - (5) Property owners wishing to apply to create an accessory apartment shall submit to the administrative entity:
 - (a) A sketch of floor plan(s) showing the location, size and relationship of both the accessory apartment and the primary dwelling within the building or in another structure;
 - (b) Rough elevations showing the modifications of any exterior building façade to which changes are proposed; and
 - (c) A site development sketch showing the location of the existing dwelling and other existing buildings; all property lines; proposed addition, if any, along with the minimum building setback lines; the required parking spaces for both dwelling units; and any man-made conditions which might affect construction.

§60-6 Alternative living arrangements.

- A.** The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:
- (1) Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
 - (2) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).

- B. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30-year controls on affordability in accordance with UHAC.
- C. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

§60-7 Inclusionary zoning.

- A. Maximum densities and minimum set-asides: The maximum permitted densities and minimum required affordable housing set-asides for inclusionary development shall be as set forth for each individual inclusionary zone district in Chapter 220, “Zoning,” of the Borough Code.
- B. Phasing: In inclusionary developments, the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of affordable Units Completed
25	0
25+1	10
50	50
75	75
90	100

- C. Design:
 - (1) In inclusionary developments, to the extent possible, affordable units shall be integrated with the market units.
 - (2) In inclusionary developments, affordable units shall have access to all of the same common elements and facilities as the market units.

§60-8 New construction.

- 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. At least thirteen percent (13%) of all restricted rental units within each bedroom distribution shall be very low income units (affordable to a household earning thirty percent (30%) or less of regional median income by household size). The very low income units shall be counted as part of the required number of low income units within a development. At least fifty percent (50%) of the very low income units must be available to families.
 - (2) At least twenty-five percent (25%) of the obligation shall be met through rental units, including at least half in rental units available to families.
 - (3) A maximum of twenty-five percent (25%) of the Borough’s obligation may be met with age restricted units. At least half of all affordable units in the Borough’s plan shall be available to families.
 - (4) In each affordable development, at least fifty percent (50%) of the restricted units within each bedroom distribution shall be low-income units.

- (5) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
- (a) The combined number of efficiency and one-bedroom units shall be no greater than twenty percent (20%) of the total affordable units;
 - (b) At least thirty percent (30%) of all affordable units shall be two bedroom units;
 - (c) At least twenty percent (20%) of all affordable units shall be three bedroom units; and
 - (d) The remaining units may be allocated among two and three bedroom units at the discretion of the developer and the Borough.
- (6) Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted affordable 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.
- (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:
- (a) An adaptable toilet and bathing facility on the first floor;
 - (b) An adaptable kitchen on the first floor;
 - (c) An interior accessible route of travel on the first floor;
 - (d) An interior accessible route of travel shall not be required between stories within an individual unit;
 - (e) 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
 - (f) 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, or evidence that the Borough of Alpine has collected funds from the developer sufficient to make ten percent (10%) of the adaptable entrances in the development accessible:
 - [1] 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.
 - [2] To this end, the builder of restricted units shall deposit funds within the Borough's affordable housing trust fund sufficient to install accessible entrances in ten percent (10%) of the affordable units that have been constructed with adaptable entrances.
 - [3] The funds deposited under paragraph [2] above shall be used by the Borough of Alpine 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.

[4] 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 Alpine.

[5] 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 that the cost estimate of such conversion is reasonable, payment shall be made to the Borough's affordable housing trust fund in care of the Borough's Chief Financial Officer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.

[6] 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.

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, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and by the Court, COAH, or a successor entity.

(2) The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than sixty percent (60%) of median income, and the average rent for restricted units shall be affordable to households earning no more than fifty-two percent (52%) 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, provided that at least thirteen percent (13%) of all restricted rental units shall be affordable to very low income households.

(4) The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than seventy percent (70%) of median income, and each affordable development must achieve an affordability average of fifty-five percent (55%) 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 and age-restricted developments, the following standards shall be used:

(a) A studio shall be affordable to a one-person household;

(b) A one-bedroom unit shall be affordable to a one and one-half person household;

(c) A two-bedroom unit shall be affordable to a three-person household;

- (d) A three-bedroom unit shall be affordable to a four and one-half person household; and
 - (e) A four-bedroom unit shall be affordable to a six-person household.
- (6) In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
 - (a) A studio shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household; and
 - (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- (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 ninety-five percent (95%) 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 twenty-eight percent (28%) 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 thirty percent (30%) of the eligible monthly income of the appropriate household size, including an allowance for tenant paid utilities, 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) Income limits for all units that are part of the Borough's Housing Element and Fair Share Plan, and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1, shall be updated by the Borough annually within thirty (30) days of the publication of determinations of median income by HUD as follows:
 - (a) The income limit for a moderate-income unit for a household of four shall be eighty percent (80%) of the HUD determination of the median income for COAH Region 1 for a family of four. The income limit for a low-income unit for a household of four shall be fifty percent (50%) of the HUD determination of the median income for COAH Region 1 for a family of four. The income limit for a very low income unit for a household of four shall be thirty percent (30%) of the HUD determination of the median income for COAH Region 1 for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than the previous year.
 - (b) The income limits are based on carrying out the process in Paragraph (a) based on HUD determination of median income for the current Fiscal Year, and shall be utilized by the Borough until new income limits are available.
- (10) In establishing sale prices and rents of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established by the Council:

- (a) The price of owner-occupied affordable units may increase annually based on the percentage increase in the regional median income limit for each housing region determined pursuant to Paragraph (9). In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.
- (b) The rent of affordable units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northern New Jersey Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low-income housing tax credit regulations shall be indexed pursuant to the regulations governing low-income housing tax credits.

D. Utilities:

- (1) Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
- (2) 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.

§60-9 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 sexes with separate bedrooms;
 - (3) Provide separate bedrooms for parents and children; and
 - (4) 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.

§60-10 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 chapter until the Borough of Alpine 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 chapter, 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 chapter 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.

§60-11 Price restrictions for restricted ownership units, homeowner association fees and resale prices.

- A. 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:
 - (1) The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
 - (2) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
 - (3) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the affordable unit owners and the market unit owners.
 - (4) 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.

§60-12 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 fifty percent (50%) of median income and moderate-income ownership units shall be reserved for households with a gross household income less than eighty percent (80%) 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 thirty-three percent (33%) of the household's certified monthly income.

§60-13 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 ninety-five percent (95%) of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C.5:80-26.6(b).

§60-14 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 chapter until the Borough of Alpine 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. For new projects receiving nine percent (9%) low income housing tax credits, a control period of not less than a 30-year compliance period plus a 15-year extended use period shall be required.
- 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 Bergen County. 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 chapter, 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.

§60-15 Rent 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 chapter.

§60-16 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 thirty percent (30%) of median income.

- (2) Low-income rental units shall be reserved for households with a gross household income less than or equal to fifty percent (50%) of median income.
 - (3) Moderate-income rental units shall be reserved for households with a gross household income less than eighty percent (80%) 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 B(5) above with the Administrative Agent, who shall counsel the household on budgeting.

§60-17 Municipal housing liaison.

- A. The position of Municipal Housing Liaison for the Borough of Alpine is hereby established by this chapter.
- B. The Borough shall appoint a specific municipal employee to serve as the Municipal Housing Liaison by resolution. The Municipal Housing Liaison shall be appointed by the governing body and may be a full- or part-time municipal employee. The Municipal Housing Liaison shall be approved by the court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.
- C. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Borough, including the following responsibilities which may not be contracted out to the administrative agent:
 - (1) Serving as the Borough's primary point of contact for all inquiries from the state, affordable housing providers, administrative agents and interested households;
 - (2) Monitoring the status of all restricted units in the Borough's Fair Share Plan;
 - (3) Compiling, verifying and submitting annual monitoring reports as may be required by the court;

- (4) Coordinating meetings with affordable housing providers and administrative agents, as needed; and
- (5) Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

§60-18 Administrative agent.

- A. Subject to the approval of the court, the Borough shall designate one or more administrative agent(s) to administer newly constructed affordable units in accordance with UHAC. An operating manual for each affordable housing program shall be provided by the administrative agent(s) to be adopted by resolution of the governing body and subject to approval of the court. The operating manual(s) shall be available for public inspection in the office of the Borough Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the administrative agent(s). The Municipal Housing Liaison shall supervise the contracting administrative agent(s).
- B. The administrative agent shall be an independent entity serving under contract to and reporting to the Borough. For new sale and rental developments, all of the fees of the administrative agent shall be paid by the owners of the affordable units for which the services of the administrative agent are required. For resales, homeowners shall be required to pay three percent (3%) of the sales price for services provided by the administrative agent related to the resale of their homes. That fee shall be collected at closing and paid directly to the administrative agent.
- C. The administrative agent shall perform the duties and responsibilities of an administrative agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which include:
 - (1) Affirmative marketing:
 - (a) Conducting an outreach process to affirmatively market affordable housing units in accordance with the Borough's affirmative marketing plan and the provisions of N.J.A.C. 5:80-26.15; and
 - (b) Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
 - (2) Household certification:
 - (a) Soliciting, scheduling, conducting and following up on interviews with interested households;
 - (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - (c) Providing written notification to each applicant as to the determination of eligibility or noneligibility;
 - (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;
 - (e) Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and

- (f) Employing the random selection process as provided in the affirmative marketing plan of the Borough when referring households for certification to affordable units.

(3) Affordability controls:

- (a) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- (b) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- (c) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with Bergen County's Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit;
- (d) Communicating with lenders regarding foreclosures; and
- (e) Ensuring the issuance of continuing certificates of occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

(4) Resales and rentals:

- (a) Instituting and maintaining an effective means of communicating information between owners and the administrative agent regarding the availability of restricted units for resale or rental; and
- (b) Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.

(5) Processing requests from unit owners:

- (a) Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
- (b) Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air-conditioning systems;
- (c) Notifying the Borough of an owner's intent to sell a restricted unit; and
- (d) Making determinations on requests by owners of restricted units for hardship waivers.

(6) Enforcement:

- (a) Securing annually lists of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- (b) Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the administrative agent;

- (c) Posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the administrative agent where complaints of excess rent or other charges can be made;
- (d) Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- (e) Establishing a program for diverting unlawful rent payments to the Borough's affordable housing trust fund; and
- (f) Creating and publishing a written operating manual for each affordable housing program administered by the administrative agent, to be approved by the Borough Mayor and Council and the court, setting forth procedures for administering the affordability controls.

(7) Additional responsibilities:

- (a) The administrative agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
- (b) The administrative agent shall prepare monitoring reports for submission to the municipal housing liaison in time to meet any monitoring requirements and deadlines imposed by the court.
- (c) The administrative agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

§60-19 Affirmative marketing requirements.

- A. The Borough shall adopt by resolution an affirmative marketing plan, subject to approval of the court, that is 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 intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. In addition, the affirmative marketing plan shall maintain certain notification requirements. It is a continuing program that directs marketing activities toward Housing Region 1 and is required to be followed throughout the period of restriction.
- C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in Housing Region 1, comprised of Bergen, Hudson, Passaic and Sussex Counties.
- D. The Borough has the ultimate responsibility for adopting the affirmative marketing plan and for the proper administration of the affirmative marketing program, including initial sales and rentals and resales and re-rentals. The administrative agent designated by the Borough shall implement the affirmative marketing plan to assure the affirmative marketing of all affordable units.
- 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 plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the affirmative marketing plan, the administrative agent shall consider the use of language translations where appropriate.
- G. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
- H. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the Borough in which the units are located; and the developer's rental office. Pre-applications shall be emailed or mailed to prospective applicants upon request.
- I. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.
- J. In addition to other affirmative marketing strategies, the administrative agent shall provide specific notice of the availability of affordable housing units in Alpine to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, Bergen County NAACP, Jersey City NAACP, Paterson NAACP, Passaic NAACP, Hoboken NAACP, the Latino Action Network, Bergen County Housing Authority, Northeast New Jersey Legal Services, Bergen Urban League, Garden State Episcopal CDC, Mount Olive Baptist Church, Urban League Affordable Housing & CDC, Bergen County Housing Coalition, Fair Housing Council of Northern NJ, New Jersey Community Development, Advance Housing, Paterson Habitat for Humanity, Family Promise of Bergen County, Saint Paul's Community Development Corp., Supportive Housing Association of New Jersey, Islamic Center of New Jersey, Monarch Housing Associates, and the New Jersey Housing Resource Center.

§60-20 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 an affordable unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - (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:
 - (a) A fine of not more than \$500.00 per day 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;
 - (b) In the case of an Owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units,

payment into the Borough's affordable housing trust fund of the gross amount of rent illegally collected;

- (c) In the case of an Owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
- (2) The Borough 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 affordable unit.
- (a) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
 - (b) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the affordable 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.

- (c) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the affordable unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- (d) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable

unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

- (e) Failure of the affordable 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 affordable unit as permitted by the regulations governing affordable housing units.
- (f) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

§60-21 Appeals.

Appeals from all decisions of an Administrative Agent designated pursuant to this chapter shall be filed in writing with the Court, COAH, or a successor entity.

§60-22 Reporting and monitoring requirements.

- A. On the first anniversary of the execution of the Court's approval of the Borough Spending Plan, and every anniversary thereafter through July 1, 2025, the Borough shall provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing or Division of Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Division of Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
- B. On the first anniversary of the execution of the Borough's settlement agreement with Fair Share Housing Center Re: In the Matter of the Borough of Alpine, County of Bergen, Docket No. BER-L-6286-15, which was executed by the Borough on November 1, 2023, and every anniversary thereafter through July 1, 2025, the Borough shall provide annual reporting of the status of all affordable housing activity within the Borough through posting on the municipal website, with copies provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the court-appointed special adjudicator and Fair Share Housing Center.
- C. For the midpoint realistic opportunity review due on July 1, 2024, as required pursuant to N.J.S.A. 52:27D-313, the Borough shall post on its municipal website, with copies provided to Fair Share Housing Center, a status report as to its implementation of its affordable housing plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the Borough, with copies provided to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced. Any interested party may, by motion, request a hearing before the Court regarding these issues.
- D. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, on July 1, 2024 and every third year thereafter, the Borough shall post on its municipal website, with copies provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit

comments to the Borough, with copies provided to Fair Share Housing Center, on the issue of whether the municipality has complied with its very low income housing obligation.

SECTION 2. Chapter 220, Sections § 220-11, “Fair Housing,” and § 220-21, “Affordable Housing Administration,” of the Borough Code are hereby repealed.

SECTION 3. All other Ordinances of the Borough of Alpine, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

SECTION 4. If any section, subsection, 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.

SECTION 5. This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

Adopted ___ / ___ / ___ on roll call vote as follows:

	Introduced	Seconded	AYES	NAYES	ABSENT	ABSTAIN

APPROVED:

PAUL H. TOMASKO, MAYOR

Attest:

Stephanie Wehmann, RMC, CMR
Borough Clerk

A-4 Draft Development Fee Ordinance

**BOROUGH OF ALPINE
ORDINANCE 2024 -**

DEVELOPMENT FEE ORDINANCE

**AN ORDINANCE AMENDING, SUPPLEMENTING AND REVISING CHAPTER 220,
“ZONING,” OF THE CODE OF THE BOROUGH OF ALPINE, COUNTY OF BERGEN,
STATE OF NEW JERSEY, AS IT RELATES TO DEVELOPMENT FEE
REQUIREMENTS**

WHEREAS, the New Jersey Supreme Court issued its decision In re: Adoption of N.J.A.C. 5:96 & 5:97, 221 N.J. 1 (2015) on March 10, 2015 stripping COAH of its administrative duties relating to the affordable housing certification process and thereby created a judicial process by which a municipality can file a declaratory judgment action with the court seeking a judicial determination that their housing element and fair share plan satisfied their third round affordable housing obligation; and

WHEREAS, pursuant to the New Jersey Supreme Court’s March 10, 2015 decision and to preserve immunity from developer remedy lawsuits, the Borough filed a declaratory judgment action (DJ Action) entitled In the Matter of the Borough of Alpine, County of Bergen, Docket No. BER-L-6286-15 with the Superior Court; and

WHEREAS, by way of negotiations with the Fair Share Housing Center in the DJ Action the Borough has arrived at a Settlement Agreement (Settlement) with Fair Share Housing Center concerning the Borough’s obligation which was approved by the Superior Court after a fairness hearing held on January 26, 2024; and

WHEREAS, the Borough is required to now take certain actions including the adoption of ordinances to implement the settlement agreement with Fair Share Housing Center;

BE IT ORDAINED by the Governing Body of the Borough of Alpine, Bergen County, New Jersey that it does hereby amend and supplement Chapter 220, Zoning, as follows:

SECTION 1. §220-14 entitled Developer’s Fees is hereby repealed in its entirety.

SECTION 2. Chapter 220 is hereby amended to add the following new section §220-14, to be entitled “Affordable Housing Development Fees.” This new section shall read as follows:

§220-14 AFFORDABLE HOUSING DEVELOPMENT FEES.

A. Purpose.

(1) In Holmdel Builder's Ass'n 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, *N.J.S.A. 52:27D-301-et seq.*, and the State Constitution, subject to the Council On Affordable Housing's (COAH) adoption of rules.

- (2) 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 was 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 were under the jurisdiction of COAH or court of competent jurisdiction and that are now before a court of competent jurisdiction and have a Court-approved spending plan may retain fees collected from non-residential development.
- (3) The purpose of this section is to establish standards for the collection, maintenance and expenditure of development fees pursuant to COAH's rules developed in response to P.L.2008, c.46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this section shall be used for the sole purpose of providing "very-low," "low" and "moderate" income housing. This section shall be interpreted within the framework of COAH's rules on development fees, codified at *N.J.A.C. 5:97-8*.

B. Basic Requirements.

- (1) The ability to impose, collect and spend development fees is consistent with the settlement terms and conditions entered into between the Borough of Alpine and FSHC and the judgement of compliance and repose granted by the Court.
- (2) The Borough of Alpine shall not spend development fees until the Court has approved a plan for spending such fees in conformance with *N.J.A.C. 5:97-8.10*.
- (3) This section shall not be effective until the Court has approved, and the Borough has adopted, the section.

C. Definitions.

The following terms, as used in this section, shall have the following meanings:

Affordable housing development shall mean 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 one hundred (100%) percent affordable development.

COAH or the *Council* shall mean the New Jersey Council on Affordable Housing.

Court or Court approved entity shall mean the entity that has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State pursuant to the Supreme Court decision issued in Mount Laurel IV on March 10, 2015.

Development fee shall mean money paid by a developer for the improvement of property as authorized by Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq., and regulated by applicable COAH Rules.

Developer shall mean any person, partnership, association, company or corporation that is 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.

Equalized assessed value shall mean 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).

Green building strategies shall mean 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.

D. Residential Development.

- (1) Within the Borough of Alpine, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and on-half (1.5%) percent of the equalized assessed value for all new residential development, provided that no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.
- (2) When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of six (6%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing.
 - (a) However, if the zoning of a site has changed during the immediate two (2) years prior to the filing of the "d" variance application, then the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two (2) year time period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zones for two units, the fees will equal 1.5% of the equalized assessed value on the first two units, and 6% of the equalized assessed value for the two additional units,

provided that zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

- (b) In any case, these fees shall not apply to developments exempt from the collection of development fees in accordance with the provisions specified in subsection §220-14.D(3) of this section, hereinbelow.

(3) Eligible Exactions, Ineligible Exactions and Exemptions for Residential Development.

- (a) All affordable housing developments and/or developments that produce affordable units shall be exempt from the payment of development fees.
- (b) Developments that have received preliminary or final site plan approval prior to the adoption of this section, and any preceding section permitting the collection of development fees, shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where site plan approval is not applicable, the issuance of a Zoning Permit and/or Construction Permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the Construction Permit is issued.
- (c) Any repair, reconstruction, or improvement of a structure, the cost of which is less than fifty (50%) percent of the market value of the structure before the improvement or repair is started shall be exempt from the payment of development fees. For purposes of this section, “market value” shall mean the equalized assessed value of the existing improvement as established by the Borough Tax Assessor. The cost of the repair, reconstruction, or improvements shall be determined by an itemized construction cost estimate prepared and submitted to the Construction Official. The estimate shall be signed and sealed by an architect or professional engineer licensed by the State of New Jersey, or where no such professionals are retained, signed by the contractor or the homeowner. Where prepared by the homeowner or contractor, the Borough Engineer may review such estimates for accuracy. “Substantial improvement” is considered to commence when the first alteration of any wall, floor, or other structural part of the building commences, whether or not the alternation affects the external dimensions of the structure. The term does not, however, include either:
 1. Any project for improvement of a structure to comply with existing state or local building, fire, health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or
 2. Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places, but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

- (d) Structural alterations that do not increase gross floor area of a building or structure or increase the equalized assessed value of a property shall be exempted from paying a development fee.
- (e) Nonprofit organizations constructing residential projects which have received tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, providing current evidence of that status is submitted to the Municipal Clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.
- (f) Federal, state, county, and local governments shall be exempted from paying a development fee.
- (g) Homes replaced as a result of a natural disaster such as a fire or a flood shall be exempt from the payment of a development fee. (This exemption applies only for the owner of record at the time of the fire, flood, or natural disaster.)
- (h) In addition to the construction of new principal and/or accessory buildings, development fees shall be imposed and collected for the construction of additions or expansions to existing buildings, for the change or conversion of an existing building to accommodate a more intense use, and/or for the demolition and replacement of an existing building, provided that:
 - 1. The development fee shall be calculated on the increase in the equalized assessed value of the improved building.
 - 2. No development fee shall be collected for a demolition and replacement of a residential building resulting from a natural disaster.
 - 3. No development fee shall be collected for the construction of an "accessory structure" which is not a "building" as these terms are defined in the Alpine Borough "Zoning" Ordinance.

E. Nonresidential Development.

- (1) Within all zoning districts, nonresidential developers, except for developers of the types of developments specially exempted below, 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 nonresidential construction on an unimproved lot or lots.
- (2) Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted below, 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 nonresidential purposes.
- (3) Development fees also shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half (2.5%) percent shall be calculated on the difference between the equalized assessed value of the pre-existing land

and improvements and the equalized assessed value of the newly improved structure, i.e., land and improvements, and such calculation shall be made at the time final Certificate of Occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero (0).

(4) Eligible Exactions, Ineligible Exactions and Exemptions for Nonresidential Development.

- (a) The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two and one-half (2.5%) percent development fee, unless otherwise exempted below.
- (b) The two and one-half (2.5%) percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing building footprint, reconstruction, renovations, and repairs.
- (c) Nonresidential projects that have received a Certificate of Occupancy or general development plan approval or have entered into a developer's agreement or a redevelopment agreement, all prior to July 17, 2008 (the effective date of P.L. 2008, c.46), shall be exempt from the payment of non-residential development fees, provided that an affordable housing fee of at least one (1%) percent of the equalized assessed value of the improvements is included in the development plan, developer's agreement or redevelopment agreement.
- (d) Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-81 through 8.7), as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.
- (e) All nonresidential construction of buildings or structures on property used by houses of worship, and property used for educational purposes which is tax-exempt pursuant to R.S.54:4-3.6, provided that the property continues to maintain its tax-exempt status under that statute for a period of at least three (3) years from the date of the Certificate of Occupancy.
- (f) In addition, the following shall be exempt from the imposition of a nonresidential fee:
 - 1. Parking lots and parking structures, regardless of whether the parking lot or parking structure is constructed in conjunction with a nonresidential development or as a stand-alone non-residential development;
 - 2. Any nonresidential development which is an amenity to be made available to the public, including, but not limited to, recreational facilities, community centers and senior centers as defined in section 35 of P.L.2008, c.46 (C.40:55D-8.4), which are developed in conjunction with or funded by a non-residential developer;

3. Nonresidential construction resulting from a relocation of or an on-site improvement to a nonprofit hospital or a nursing home facility;
 4. Projects that are located within a specifically delineated urban transit hub, as defined pursuant to section 2 of P.L.2007, c.346 (C.34: 1 B-208);
 5. Projects that are located within an eligible municipality, as defined under section 2 of P.L.2007, c.346 (C.34:1B-208), when a majority of the project is located within a one-half (1/2) mile radius of the midpoint of a platform area for a light rail system;
 6. Projects determined by the New Jersey Transit Corporation to be consistent with a transit village plan developed by a transit village designated by the New Jersey State Department of Transportation; and
 7. Commercial farms and Use Group "U" buildings and structures.
- (g) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption set forth in this subsection no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three (3) years after that event or after the issuance of the final Certificate of Occupancy of the nonresidential development, whichever is later.
- (h) If a property which was exempted from the collection of a nonresidential 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 forty-five (45) days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Borough of Alpine as a lien against the real property of the owner.
- (i) Federal, state, county, and local governments of nonresidential development shall be exempted from paying a development fee.

F. Collection of Fees.

- (1) Alpine Borough shall collect development fees for affordable housing in accordance with the following:
 - (a) The Planning Board Secretary of Alpine Borough shall notify the Alpine Borough Construction Code Official whenever either a preliminary, final or other applicable approval is granted to any development which is subject to the collection of a development fee.

- (b) For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption," which is to be completed by the developer as per the instructions provided.
1. The Borough Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF.
 2. The Borough Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- (c) Borough Construction Official responsible for the issuance of a building permit shall notify the Borough Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- (d) Within ninety (90) days of receipt of that notice, the Borough Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development. The equalized assessed value and the required development fee shall be estimated by the Borough Tax Assessor prior to the issuance of the construction permit, with the understanding that the estimate of the equalized assessed value is not intended to establish the equalized assessed value for tax purposes.
- (2) Except as provided in Section E.3. above, fifty (50%) percent of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.
- (3) The Borough Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Borough Tax Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- (4) Within ten (10) business days of a request for the scheduling of a final inspection, the Borough Tax 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.
- (5) Should the Borough fail to determine or notify the developer of the amount of the development fee within ten (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).
- (6) Upon tender of the remaining development fee, provided the developer is in full compliance with all other applicable laws, the Borough shall issue a final Certificate of Occupancy for the subject property.

- (a) Regardless of the time of collection of the development fee, the fee shall be based upon the percentage that applies on the date that the construction permit is issued.
- (b) The Construction Code Official shall forward all collected development fees to Alpine Borough's Chief Financial Officer who shall deposit such fees into the established Housing Trust Fund.

(7) Appeal of development fees

- (a) 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 the Borough of Alpine. 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 ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
- (b) 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 forty-five (45) days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Borough of Alpine. 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 ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

G. Affordable Housing Trust Fund.

- (1) A Development Fee Ordinance creating a dedicated revenue source for affordable housing was adopted by the Borough on March 22, 2000, by way of Ordinance No. 565. Said Development Fee Ordinance established the Borough's Affordable Housing Trust Fund that will continue to be maintained by the Chief Financial Officer of the Borough of Alpine for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls. These funds shall be spent in accordance with N.J.A.C. 5:93-8.16 as described in the sections that follow.
- (2) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - (a) Payments in lieu of on-site construction of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the Borough of Alpine;

- (b) Developer contributed funds to make ten (10%) percent of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
- (c) Rental income from municipally operated units;
- (d) Repayments from affordable housing program loans;
- (e) Recapture funds;
- (f) Affordable housing enforcement fines and application fees;
- (g) Proceeds from the sale of affordable units; and
- (h) Any other funds collected in connection with the Borough of Alpine's affordable housing program.
- (i) The Borough of Alpine shall provide the Court with written authorization, in the form of a three-party escrow agreement between the municipality, the bank with which the affordable housing fees are deposited by the Borough and maintained by said bank, and a Court approved entity to permit the Court to direct the disbursement of the funds as provided for in N.J.A.C. 5:93-8.19 and 8.20.
- (j) All interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court or a successor agency to COAH.
- (k) In the event of a failure by the Borough of Alpine to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Borough of Alpine, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Affordable Housing Trust Fund or impose such other remedies as may be reasonable and appropriate to the circumstances.

H. Use of Funds.

- (1) The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the affordable housing trust fund may be used for any activity approved by the Court to address the Borough of Alpine'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 apartments, market to affordable, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving, and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, and/or any other activity as permitted by the Court and specified in the approved spending plan.
- (2) Funds shall not be expended to reimburse the Borough of Alpine for past housing activities.
- (3) Payments in lieu of constructing affordable housing units when the affordable housing calculation results in fractional units on residential and mixed-use sites shall only be used to fund eligible affordable housing activities within the Borough.
- (4) At least thirty (30%) percent of all development fees collected and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the Housing Element and Fair Share Plan, provided and in accordance with the following:
 - (a) One-third (1/3) of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to very low-income households earning thirty (30%) percent or less of the regional median income by household size for Housing Region 1, in which the Borough of Alpine is located.
 - (b) 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. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.
 - (c) Affordability assistance for very low-income households earning thirty (30%) percent or less of the regional median income by household size may include buying down the cost of low- or moderate-income units in the Borough's Fair Share Plan to make them affordable to very low-income households (earning thirty (30%) percent or less of median income). The specific programs to be used for very low-income affordability assistance shall be identified and described within the Spending Plan.

- (d) Payments in lieu of constructing affordable units on site, if permitted by Ordinance or by Agreement with the Borough of Alpine, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- (5) The Borough of Alpine may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance, in accordance with N.J.A.C. 5:96-18.
- (6) No more than twenty (20%) percent of all revenues collected from the development fees may be expended on administration, including, but not limited to, the salaries and benefits for Alpine Borough employees or consultant fees necessary to develop or implement a new affordable housing program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program or a rehabilitation program.
 - (a) In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the twenty (20%) of collected development fees that may be expended on administration.
 - (b) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the Court's monitoring requirements.
 - (c) Legal or other fees related to litigation opposing affordable housing sites or related to securing or appealing a judgment from the Court are not eligible uses of the Housing Trust Fund.
- (7) Court approval of Alpine's spending plan constitutes a "commitment" on the part of the Borough of Alpine for expenditure of funds pursuant to N.J.S.A. 52:27D-329.2 and -329.3. with the four-year time period for expenditure designated pursuant to those provisions to commence with the entry of a final Judgment of Repose in accordance with the provisions of In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (Aff'd 442 N.J. Super. 563.)

I. Monitoring.

Beginning on May 31, 2024, the Borough of Alpine shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and nonresidential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Borough), funds from the sale of units with

extinguished controls, barrier free escrow funds, rental income from Borough owned affordable housing units, repayments from affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

J. Ongoing Collection of Development Fees and Expiration of Section.

- (1) The ability for the Borough of Alpine to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its judgment of compliance and repose unless Alpine Borough has first filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a judgment of compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance, and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.
- (2) If the Borough of Alpine fails to renew its ability to impose and collect development fees prior to the date of expiration of judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its municipal affordable housing trust fund.
 - (a) 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).
 - (b) The Borough of Alpine shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its judgment of compliance, nor shall the Borough of Alpine retroactively impose a development fee on such a development.
 - (c) The Borough of Alpine shall not expend any of its collected development fees after the expiration of its Substantive Certification or judgment of compliance.

SECTION 3. The Borough Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this Ordinance to the Bergen County Planning Board and to all other persons or entities entitled thereto pursuant to N.J.S.A. 40:55D-15 and 40:55D-62.1. The Borough Clerk shall execute any necessary Proofs of Service of the notices required by this section, and shall keep any such proofs on file along with the Proof of Publication of the notice of the required public hearing on the proposed change.

SECTION 4. After introduction, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Borough Council, within thirty-five (35) days after referral, a report including identification of any provision in the proposed Ordinance which are inconsistent with the Master Plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

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

SECTION 6. All ordinances or parts of ordinances inconsistent with or in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 7. This ordinance shall take effect immediately upon: (i) adoption; and (ii) publication in accordance with the laws of the State of New Jersey.

Introduced by: _____, Seconded by: _____
Roll Call:

Approved: _____,
Borough of Alpine

Motion by: _____, Second by: _____

Roll Call:

By: _____

Attest: _____

A-5 Draft Amended Spending Plan (to be inserted)

A-6 Accessory Apartment Ordinance

**BOROUGH OF ALPINE
ORDINANCE NO. 2024-___**

ACCESSORY APARTMENT ORDINANCE

**AN ORDINANCE AMENDING, SUPPLEMENTING AND REVISING
CHAPTER 220, “ZONING,” OF THE CODE OF THE BOROUGH OF
ALPINE, COUNTY OF BERGEN, STATE OF NEW JERSEY, TO
ESTABLISH ACCESSORY APARTMENT REQUIREMENTS**

BE IT ORDAINED, by the Mayor and Council of the Borough of Alpine, in the County of Bergen, and State of New Jersey, that:

SECTION 1. Section 220-11 of the Code of the Borough of Alpine, entitled “Fair Housing,” is hereby deleted in its entirety and replaced with the following:

§220-11 Accessory Apartments.

- A.** Purpose. This section is intended to provide opportunities for the creation of at least four (4) subsidized affordable accessory apartments within the Borough of Alpine to fulfill the Borough’s affordable housing obligation.
- B.** Definition. The term “accessory apartment,” as used in this section, shall mean 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.
- C.** Where permitted. Accessory apartments shall be permitted in principal or accessory buildings in all zones on lots developed with a detached single-family dwelling according to the area, yard, and bulk requirements set forth at subsection G. below.
- D.** Affordability. Each new accessory apartment created under the terms of this section shall be an affordable rental unit in accordance with the terms of Chapter 60, Affordable Housing, of the Code of the Borough of Alpine.
- E.** Applicability. While this section shall apply to the development and continued operation of all affordable accessory apartments created in the Borough following the adoption of this section, the Borough’s accessory apartment program shall remain in effect only until July 1, 2025. Any

units that are in progress or for which discussions have been initiated prior to July 1, 2025 shall be permitted to continue after this date.

- F.** Number of dwelling units. No lot shall contain more than two (2) dwelling units. A lot shall contain a principal dwelling unit and not more than one affordable accessory apartment which may be located in the principal residence or in an accessory structure. The accessory apartment shall be exempt from the density requirements of the zone district in which the unit is located; however, this density exemption shall only apply to one unit above the maximum density.
- G.** Area and bulk standards. An affordable accessory apartment shall only be permitted if it complies with the following lot and bulk standards:

 - (1) The lot to be used for the accessory apartment shall comply with the minimum area, width and depth requirements applicable to single family detached dwellings in the zone district.
 - (2) For accessory apartments created within an existing dwelling or created by an addition to an existing dwelling, the building shall comply with all requirements applicable to principal buildings used as detached single-family dwellings in the zone district, except for requirements that limit the lot to only one dwelling or dwelling structure.
 - (3) For accessory apartments created through the conversion of an existing accessory structure, by an addition to an existing accessory building, or by the construction of a new accessory structure, the building shall comply with all requirements applicable to accessory buildings and structures in §220-13.
- H.** Design standards. An affordable accessory apartment shall be subject to the following design standards:

 - (1) Minimum unit floor area. Each accessory apartment unit shall contain a minimum habitable gross floor area of 450 square feet, plus 150 square feet for each bedroom in the unit.
 - (2) Maximum unit floor area. The habitable gross floor area of any accessory apartment shall not exceed the lesser of: a) the habitable gross floor of the primary dwelling unit on the lot, or b) 1,000 square feet.
 - (3) Access to any affordable accessory apartment shall be provided with an exterior entrance separate from the principal dwelling entrance.

(4) The exterior design of any accessory apartment shall be consistent with the design of the existing dwelling structure, utilizing the same or similar materials, colors, and architectural style. In applying this standard, the intent shall be to maintain the appearance of the property as a single-family dwelling and related structures.

(5) Off-street parking shall be provided for any vehicles used by the occupants of the affordable accessory apartment. The requirements of the New Jersey Residential Site Improvement Standards at N.J.A.C. 5:21-4.14 shall apply. All parking and driveways serving accessory apartments shall comply with the standards for parking and driveways for detached single-family dwellings in the district, provided that one off-street parking space shall be provided for any efficiency or one-bedroom accessory apartment.

I. Water and sewer. The appropriate utility authority must certify that there is water and sewer infrastructure with sufficient capacity to serve the proposed accessory apartment. Where the proposed location is served by an individual well and/or septic system, the additional capacity necessitated by the new unit must meet the appropriate NJDEP standards.

SECTION 2. All Ordinances of the Borough of Alpine, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, subsection, 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.

SECTION 4. This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

Adopted ___ / ___ / ___ on roll call vote as follows:

	Introduced	Seconded	AYES	NAYES	ABSENT	ABSTAIN

APPROVED:

PAUL H. TOMASKO, MAYOR

Attest:

Stephanie Wehmann, RMC, CMR
Borough Clerk

A-7 Affordable Housing Set-Aside Ordinance

**BOROUGH OF ALPINE
ORDINANCE NO. 2024-___**

AFFORDABLE HOUSING SET-ASIDE ORDINANCE

**AN ORDINANCE AMENDING, SUPPLEMENTING AND REVISING
CHAPTER 220, “ZONING,” OF THE CODE OF THE BOROUGH OF
ALPINE, COUNTY OF BERGEN, STATE OF NEW JERSEY, TO
ESTABLISH MANDATORY AFFORDABLE HOUSING SET-ASIDE
REQUIREMENTS**

WHEREAS, the Governing Body of the Borough of Alpine seeks to ensure that new multi-family residential development in Alpine will provide its fair share of affordable units and assist with the Borough’s continuous efforts to address its affordable housing obligation; and

WHEREAS, for the above reasons, and in order to provide a realistic opportunity for the development of affordable housing through means other than inclusionary zoning, it is in the best interest of the Borough to adopt mandatory affordable housing set-asides for all new multi-family residential developments of five (5) dwelling units or more that become permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted, or a new or amended redevelopment/rehabilitation plan;

NOW THEREFORE BE IT ORDAINED, by the Mayor and Council of the Borough of Alpine, in the County of Bergen, and State of New Jersey, that:

SECTION 1. Section 220-21 of the Code of the Borough of Alpine, entitled “Affordable Housing Administration,” is hereby deleted in its entirety and replaced with the following:

§220-21 Affordable Housing Mandatory Set-Asides.

A. Purpose. This section is intended to ensure that all new multi-family residential developments of five (5) dwelling units or more that become permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted, or a new or amended redevelopment/rehabilitation plan produces affordable housing at a set-aside rate of twenty percent (20%). This section shall apply except where inconsistent with applicable law.

B. Mandatory Set-Aside Requirement.

- (1) Any multi-family residential development, including the residential portion of a mixed-use project, that is approved to contain five (5) or more new dwelling units as a result of either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted, or a new or amended redevelopment/rehabilitation plan shall be required to set aside a minimum percentage of units for affordable housing.
- (2) The minimum affordable housing set-aside percentage for all developments shall be twenty percent (20%). Where the set-aside percentage results in a fractional unit, the total set-aside requirement shall be rounded down to the next whole number if the fraction is less than one-half and shall be rounded up to the next whole number if the fraction is equal to or greater than one-half.
- (3) Nothing in this section precludes the Borough or the reviewing Borough land use board from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to this section consistent with N.J.S.A. 52:27D-311(h) and other applicable law.
- (4) This requirement does not create any entitlement for a use variance, a density variance increasing the permissible density at a site, a rezoning permitting multi-family residential housing where not previously permitted, a new or amended redevelopment/rehabilitation plan, or for approval of any particular proposed project.
- (5) This requirement does not apply to any sites or specific zones otherwise identified in the Borough's Housing Element and Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein.
- (6) Furthermore, the provisions of this section shall not apply to residential expansions, additions, renovations, replacement or any other type of residential development that does not result in a net increase in the number of dwellings of five (5) or more.
- (7) All subdivision and site plan approvals of qualifying residential developments shall be conditioned upon compliance with the provisions of this section.
- (8) All affordable units to be produced pursuant to this section shall comply with the Borough's Affordable Housing Regulations at

Chapter 60 of the Borough Code and the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.), as may be amended from time to time.

SECTION 2. All Ordinances of the Borough of Alpine, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, subsection, sentence, clause of 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.

SECTION 4. This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

Adopted ___ / ___ / ___ on roll call vote as follows:

	Introduced	Seconded	AYES	NAYES	ABSENT	ABSTAIN

APPROVED:

PAUL H. TOMASKO, MAYOR

Attest:

Stephanie Wehmann, RMC, CMR
Borough Clerk

A-8 Ordinance Establishing COAH-3 Ordinance (Sylco)

BOROUGH OF ALPINE

ORDINANCE NO. 2023-__

JUNE 16, 2023 DRAFT: FOR DISCUSSION PURPOSES ONLY

AN ORDINANCE TO AMEND CHAPTER 220 ENTITLED “ZONING” OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF ALPINE TO ESTABLISH A NEW “COAH-3” ZONE DISTRICT

STATEMENT OF PURPOSE: To Be Inserted

WHEREAS CLAUSES: To Be Inserted

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Alpine, County of Bergen, State of New Jersey, that amendments set forth below are made to the Revised General Ordinances of the Borough of Alpine, Chapter 220 entitled “Zoning.”

Section 1. Section 220-2, “Definitions,” shall be amended to include the following new terms and definitions:

DWELLING, MULTIFAMILY

A building designed for or intended to contain three or more dwelling units located above, below or to the side of each other, and which may share common facilities, such as entryways, hallways and utility systems.

DWELLING, TOWNHOUSE

A one-family dwelling in a row of at least two such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more common fire-resistant walls.

Section 2. Section 220-3, “Zone Districts,” Subsection A, “Districts Established,” shall be amended to add the following new zone district to the list of zone districts:

COAH-3

Section 3. Section 220-3, “Zone Districts,” Subsection B, “Boundaries,” shall be amended to read as follows:

B. Boundaries. The boundaries of the above created districts are hereby established as shown on the Zoning Map dated April 23, 1979, as amended or supplemented, which Map is hereby made a part of this chapter.

Section 4. The Zoning Map referenced at Section 220-3, “Zone Districts,” Subsection B, “Boundaries,” shall be amended to rezone Block 55 Lots 25.01, 26, 27, 28, 29 and 30 from the R-1 Residential District to a new COAH-3 Residential District.

Section 5. Section 220-3, “Zone Districts,” Subsection D, “Limitation of Coverage on Land,” Paragraph (1), shall be amended to include a new ‘COAH-3’ row, within which the phrase ‘See § 220-23’ shall be inserted.

Section 6. Chapter 220 shall be amended and supplemented by the insertion of a new Section §220-23 entitled “COAH-3 Residential Zone.” This new section shall read as follows:

§ 220-23. COAH-3 Residential Zone.

A. Purpose. The purpose of the COAH-3 Residential Zone is to allow for inclusionary development on Block 55 Lots 25.01, 26, 27, 28, 29 and 30, and thereby assist in the Borough’s efforts to address the fair share housing obligation of the Borough of Alpine under the New Jersey Fair Housing Act (“FHA”), applicable Council on Affordable

Housing (“COAH”) regulations, and the Borough’s Housing Element and Fair Share Plan. The district contemplates that the property, consisting of 22.636 gross acres, will contain up to thirty-two (32) market-rate townhouse dwelling units and eight (8) multifamily affordable dwelling units that are affordable to low- and moderate-income households as established by COAH regulations.

B. Principal Uses. The following principal uses are permitted in the COAH-3 Zone:

- (1) Townhouse dwellings.
- (2) Multifamily dwellings.

C. Accessory uses. The following accessory uses are permitted in the COAH-3 Zone:

- (1) Private amenities and facilities intended for use by residents of the premises and their guests, including, but not limited to, clubhouses, lounges, game rooms, pool rooms, business centers, fitness centers, swimming pools, tennis courts, paddle courts, tot lots/children’s play areas, dog runs, gazebos, multi-use recreation fields, walking trails, benches/seating, and passive recreation areas.
- (2) Balconies, decks and terraces for individual units, along with rooftop decks and amenities.
- (3) Private garages and driveways.
- (4) Off-street parking lots.
- (5) Fences, walls, gates and guard houses.
- (6) Signage.
- (7) Storage sheds.
- (8) Emergency standby generators.
- (9) Any other use which is subordinate and customarily incidental to the permitted principal use(s), including, but not limited to, leasing/sales/management offices, maintenance areas, trash/recycling facilities, solar energy devices, security cameras and related devices, and electric vehicle charging stations.

A. Affordable housing requirements. The following affordable housing requirements shall apply to development in the COAH-3 Zone:

- (1) All residential development constructed in the COAH-3 Zone shall be required to set aside a minimum percentage of units for affordable housing. The minimum set aside shall be twenty percent (20%). When calculating the required number of affordable units, any computation resulting in a fraction of a unit shall be rounded upwards to the next whole number.
- (2) All affordable units to be produced pursuant to this section shall comply with the required bedroom distribution, be governed by controls on affordability, and affirmatively marketed in conformance with the Uniform Housing Affordability Controls (“UHAC”)(N.J.A.C. 5:80-26.1 et seq.), or any successor regulation, with the exception that in lieu of 10% of the affordable units being required to be affordable to households earning 35% or less of regional median income by household size, at least 13% of affordable units shall be required to be affordable to households earning 30% or less of regional median income by household size.
- (3) Each affordable unit shall remain subject to these affordability controls, covenants, conditions, deed restrictions, and the applicable affordable housing regulations for a minimum period of at least thirty (30) years. At the conclusion of the thirty (30) year term, the affordability controls, covenants, conditions, and deed restrictions shall

automatically be extended unless the Borough takes formal action to release the affordable unit from such requirements by formal adoption of an ordinance taken in compliance with N.J.A.C. 5:80-26.11© or any other applicable statute, regulation or law that may be in effect at that time. The Borough shall also maintain the right to exercise any other option(s) available to the Borough to preserve the affordability controls as set forth in UHAC or other applicable statute, regulation or law that may be in effect at that time.

- (4) All affordable units shall be administered by a qualified administrative agent paid for by the developer. The developer shall be responsible for all costs associated with the initial sale/rental of the affordable units, for the continuing administration of the affordable units, and for the preservation of the creditworthiness of the units.
- (5) All of the affordable units may be permitted as multifamily dwellings. Affordable townhouse dwellings shall not be required.
- (6) All amenities and site services which are made available to the market-rate units shall also be made available to the affordable units on the same terms as the market-rate units.

B. Area, bulk and density standards. The following area, bulk and density standards shall apply to development in the COAH-3 Zone:

Requirement	COAH-3 Zone
Minimum Lot Area	20 acres
Maximum Number of Dwelling Units	40 units
Minimum Yard Setbacks:	
From Closter Dock Road	30 feet
From Frick Drive	90 feet
From Any Other Lot Line	40 feet <small>(See Not 1 Below)</small>
Maximum Building Height	3 stories/40 feet <small>(See Not 2 Below)</small>
Maximum Building Coverage	15 percent
Maximum Impervious Coverage	30 percent

NOTES:

- 1 Decks, balconies and like constructions attached to a building shall be permitted within this minimum yard setback, provided that they shall be located no closer than 35 feet from the lot line.
- 2 Irrespective of any other provisions regarding building height measurement, the following shall apply with respect to measurement of building height in the COAH-3 Zone:
 - a. The maximum height shall be calculated individually for each townhouse or section of a building containing multi family dwelling units.
 - b. The maximum building height shall be the vertical distance measured from the finished first floor to the highest point of the roof if the roof is a flat roof, or to the mean level between the roof eaves and the highest ridge point in the case of a pitched roof.
 - c. A roof extending to the side of a townhouse shall be permitted to overhang up to four feet above the adjacent townhouse and shall not affect the adjoining townhouse unit's maximum height calculation.
 - d. Excluded from the calculation of building height shall be chimneys, steeples, handrails for 'widow's walks and other architectural features that are no greater than four feet in height and which occupy no more than five percent of the total

roof area.

C. Supplemental standards. The following supplemental standards shall apply to development in the COAH-3 Zone:

- (1) Access. No vehicular access to the site shall be permitted from Appletree Lane. Vehicular access shall be limited to Closter Dock Road and Frick Drive.
- (2) Setback from internal roadways. No building shall be located within 15 feet of a private street or internal roadway, provided that 20 feet shall be provided where there is a driveway serving a dwelling unit.
- (3) Distance between buildings. There shall be a minimum distance between buildings containing townhouses and/or multifamily dwellings as set forth below:

Minimum Distance Between Buildings:

Side Facing Side	25 feet
Other	35 feet

- (4) Units per building. No building shall contain more than six (6) townhouses and/or eight (8) multifamily dwelling units.
 - (5) Building offsets. For buildings with more than three (3) attached multifamily or townhouse units, no more than three (3) side-by-side, contiguous units shall have the same front façade plane. A minimum three (3)-foot offset variation in front façade plane shall be provided between groupings within the same structure.
 - (6) Fire separation walls. Fire separation walls shall be constructed between adjoining townhouse and/or multifamily units as required by the requirements of the NJ Uniform Construction Code, N.J.A.C. 5:23 and the NJ Uniform Fire Code N.J.A.C. 5:71 as amended and supplemented.
- D. Accessory buildings and structures. §220-13 related to accessory buildings and structures shall not apply to accessory buildings and structures in the COAH-3 Zone. Instead, the following requirements shall apply to all accessory buildings in the COAH-3 Zone:

- (1) The maximum height of accessory buildings and structures shall be 20 feet.
- (2) Accessory buildings shall meet the street and property line setback requirements of principle buildings and shall be set back at least 35 feet from a principal building.
- (3) Architectural design and materials used in the construction of accessory buildings shall be consistent with those used in the construction of principal buildings.
- (4) The provisions of this section shall not apply to signs, off-street parking, fences and walls, which are regulated elsewhere in this section.
- (5) Emergency standby generators shall be subject to the measured sound pressure levels of §153-3 (Noise Ordinance) and shall be set back at least 35 feet from a lot line or public right-of-way. All such equipment shall be suitably buffered and screened to minimize views from adjacent properties and the public right-of-way.
- (6) Refuse and recycling collection areas shall be either fully contained within a building or adequately screened from public view through a combination of solid fencing and plantings.

E. Off-street parking requirements. §220-17 related to off-street parking shall not apply to off-street parking in the COAH-3 Zone. Instead, the following off-street parking requirements shall apply to development in the COAH-3 Zone:

- (1) The minimum number of off-street parking spaces shall be as set forth in the Residential Site Improvement Standards (N.J.A.C. 5:21).

- (2) Parking spaces shall measure nine (9) feet in width by eighteen (18) feet in length.
 - (3) All off-street parking spaces shall be located a minimum of 10 feet from buildings, except for garages within or under a building and driveways serving such garages.
 - (4) All off-street parking and internal roadways/drive aisles shall be prohibited within the required yards along Closter Dock Road and Frick Drive and shall be set back a minimum of 40 feet from all other lot lines.
 - (5) All off-street parking and internal roadways/drive aisles shall be suitably buffered and screened to minimize views from adjacent properties and the public right-of-way.
 - (6) Electric vehicle supply/service equipment and make-ready parking spaces shall be provided in accordance with the Model Statewide Municipal Electric Vehicle (EV) Ordinance pursuant to P.L. 2021, c. 171.
- F. Signage. In addition to any other signs that may be permitted pursuant to Chapter 177, "Signs," the following signage shall be permitted in the COAH-3 Zone:
- (1) One (1) identification sign shall be permitted at each driveway entrance to the site, which identification sign may be either a freestanding ground sign or affixed to an entry wall.
 - (2) Identification signs shall be permitted a maximum sign area of 24 square feet and the maximum height shall be four feet.
 - (3) All signs shall be setback at least 10 feet from the lot line and at least 15 feet from the curb line of the abutting street.
 - (4) Internal sign illumination shall be prohibited.
 - (5) Base plantings shall be incorporated into the design of the signage.
- G. Fences and walls. Fences, walls, gates, pillars, piers, posts and like constructions in the COAH-3 Zone shall be subject to Chapter 111, "Fences." In addition, the following supplemental standards shall apply to retaining walls in the COAH-3 Zone:
- (1) The maximum height of a retaining wall shall be six (6) feet. Tiered retaining walls shall be measured separately and each tier may be up to six (6) feet in height, provided that there is minimally a five (5)-foot separation between retaining walls and that same is suitably landscaped.
 - (2) Site retaining walls may be constructed of finished concrete, stone, modular block, "big block" or soldier-pile with façade treatment.
 - (3) The maximum height of walls along any property line shall be four feet, irrespective of any other regulation to the contrary.
- H. Landscaping. The following landscaping requirements shall apply to development in the COAH-3 Zone:
- (1) A landscape plan shall be required, which shall be designed to incorporate a variety of plant material to enhance the character of the site and shall include foundation plantings and perimeter trees and shrubs.
 - (2) A substantive planting plan for the site's Closter Dock Road, Frick Drive and Appletree Lane street frontages shall also be provided and shall consist of a variety of deciduous and evergreen trees, plants and shrubs.
 - (3) Shade trees shall be minimally 2 1/2-inch to three-inch caliper. Evergreen trees shall vary between seven to eight feet and eight to 10 feet in height. Shrubs shall be at least 24 inches in height.

- I. Lighting. The following landscaping requirements shall apply to development in the COAH-3 Zone:
- (1) All exterior lights shall be designed so as to reduce glare, lower energy usage and direct lights only to where they are needed.
 - (2) All exterior lights shall be light-emitting diode (LED) light of the soft white category and shall be Dark Sky compliant.
 - (3) All exterior lights shall be focused downward so that the direct source of light is not visible from adjoining streets or properties.
 - (4) The illumination of tennis courts and other paddle court games shall be consistent with the provisions set forth at §220-5.D.
- J. General design standards. Building plans and elevations shall show a variation in design to be achieved by the types of roofs, heights of eaves and peaks, building materials and architectural treatment of the building facade that is utilized. The following design standards shall be utilized in the COAH-3 Zone:
- (1) Architectural elements such as varied roof forms, articulation of the facade, breaks in the roof, and walls with texture materials and ornamental details shall be incorporated to add visual interest.
 - (2) Roof height, pitch, ridgelines and roof materials shall be varied to create visual interest and avoid repetition.
 - (3) Architectural elements such as fenestrations and recessed planes shall be incorporated into facade design. Architectural treatments and visual interest shall be applied to all visibly exposed facades of a building. All facades of a building shall be architecturally designed to be consistent with regard to style, materials, colors and details.
 - (4) A variety of building colors, materials and textures are encouraged.
 - (5) Architectural features that enhance the facade or building form, such as decorative moldings, windows, shutters, dormers, chimneys, balconies and railings, are encouraged.
 - (6) All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, etc.
 - (7) Heating, ventilating and air-conditioning systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties.
- K. Soil moving permit. **To be Inserted By Borough Engineer**
- L. All other applicable requirements of this chapter, and of other chapters of the Borough of Alpine Code, shall apply to development within the COAH-3 Zone unless specifically superseded by the regulations of this section.

Section 7. The Schedule Limiting Height and Bulk of Buildings, which is included in Chapter 220 as Attachment 1, shall be amended to include a new ‘COAH-3’ row, within which the phrase ‘See § 220-23’ shall be inserted.

Section 8. If any article, section, subsection, 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 and they shall remain in full force and effect.

Section 9. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of Alpine, the provisions hereof shall be

determined to govern. All other parts, portions and provisions of the Revised General Ordinances of the Borough of Alpine are hereby ratified and confirmed, except where inconsistent with the terms hereof.

Section 10. The Borough Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Bergen County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

Section 11. After introduction, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Borough of Alpine for its review in accordance with N.J.S.A. 40:55D-64 and N.J.S.A. 40:55D-26. The Planning Board is directed to make and transmit to the Borough Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

Section 12. This Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved.

Section 13. This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7; (3) publication in accordance with the laws of the State of New Jersey; and (4) filing of the final form of adopted ordinance by the Clerk with (a) the Bergen County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the Borough Tax Assessor as required by N.J.S.A. 40:49-2.1.

INTRODUCED the _____ day of _____, 2023.

ADOPTED the _____ day of _____, 2023.

Paul H. Tomasko, Mayor

ATTEST:

Stephanie Wehmann, RMC, CMR

A-9 Ordinance Establishing Affordable Housing-4 Overlay Ordinance (Tower Site)

BOROUGH OF ALPINE
ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND CHAPTER 220 ENTITLED “ZONING” OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF ALPINE TO ESTABLISH A NEW “COAH-4 OVERLAY” ZONE DISTRICT

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Alpine, County of Bergen, State of New Jersey, that amendments set forth below are made to the Revised General Ordinances of the Borough of Alpine, Chapter 220 entitled “Zoning.”

Section 1. Section 220-3, “Zone Districts,” **Subsection A**, “Districts **Established**,” shall be amended to add the following new zone district to the list of zone districts:

COAH-4 Overlay

Section 2. Section 220-3, “Zone Districts,” **Subsection B**, “**Boundaries**,” shall be amended to read as follows:

- B. **Boundaries.** The boundaries of the above created districts are hereby established as shown on the Zoning Map dated April 23, 1979, as amended or supplemented, which Map is hereby made a part of this chapter.

Section 3. The Zoning Map referenced at Section 220-3, **Zone Districts**,” **Subsection B**, “**Boundaries**,” shall be amended to rezone Block 80 Lots 10 and 11 into the COAH-4 Overlay Residential District.

Section 4. Section 220-3, “Zone Districts” **Subsection D**, “**Limitation of Coverage on Land**,” Paragraph (1), shall be amended to include a new ‘COAH-4 Overlay’ Residential row, within which the phrase ‘See §220-24’ shall be inserted.

Section 5. Chapter 220 shall be amended and supplemented by the insertion of a new Section §220-24 entitled “COAH-4 Overlay Residential Zone.” This new section shall read as follows:

§ 220-24 COAH-4 Overlay Residential Zone

- A. **Purpose.** The purpose of the COAH-4 Overlay Zone to allow for inclusionary development on Block 80 Lots 10 & 11, and thereby assist in the Borough’s continuing efforts to address the fair share housing obligation of the Borough of Alpine under the New Jersey Fair Housing Act (“FHA”), applicable Council on

Affordable Housing (“COAH”) regulations, and the Borough’s Housing Element and Fair Share Plan. The overlay district contemplates that the property, consisting of approximately 8 acres, could be developed as zoned historically, or in the alternative, the property could contain up to twenty-eight (28) market-rate dwellings and seven (7) multifamily affordable dwellings units that are affordable to low-and moderate-income households as establish by COAH regulations.

B. Principal Use. The following principal uses are permitted in the COAH-4 Overlay Residential Zone:

- (1) Multifamily dwellings.

C. Accessory Uses. The following accessory uses are permitted in the COAH-4 Overlay Residential Zone:

- (1) Private amenities and facilities intended for use by residents of the premises and their guests, including but not limited to, clubhouses, lounges, game rooms, pool rooms, business centers, fitness centers, swimming pools (both indoors and outdoors), tennis courts, paddle courts, tot lots/children’s play areas, dog runs, gazebos, multi-use recreation fields, walking trails, benches/seating, and passive recreation areas.
- (2) Balconies, decks and terraces for individual units, along with rooftop decks and amenities.
- (3) Private garages and driveways.
- (4) Off-street parking lots.
- (5) Fences, walls, gates and guard houses.
- (6) Signage.
- (7) Storage sheds.
- (8) Emergency standby generators.
- (9) Any other use which is subordinate and customarily incidental to the permitted principal use, including, but not limited to, leasing/sales/management offices, maintenance areas, trash/recycling facilities, solar energy devices, security cameras and related devices, and electric automobile charging stations.

D. Affordable housing requirements. The following affordable housing requirements shall apply to development in the COAH-4 Overlay Residential Zone:

- (1) All residential development constructed in the COAH-4 Overlay Residential Zone shall be required to set aside a minimum percentage of units for affordable housing. The minimum set aside shall be twenty percent (20%). When calculating the required number of affordable units, any computation resulting in a fraction

of a unit shall be rounded upwards to the next whole number if said fraction is equal to or greater than 0.5 unit, or downwards to the next whole number if said fraction is less than 0.5 unit.

- (2) All affordable units to be produced pursuant to this section shall comply with the Borough’s Affordable Housing Ordinance at Chapter 60 of the Borough Code, as may be amended and supplemented, the Uniform Housing Affordability Controls (“UHAC”)(N.J.A.C. 5:80-26.1 et seq.), or any successor regulation, and any applicable order of the Court, including a judgement of compliance and repose order.

- (3) Administrative agent. All affordable units shall be administered by a qualified administrative agent paid for by the developer. The developer shall be responsible for all costs associated with the initial sale/rental of the affordable units, for the continuing administration of the affordable units, and for the preservation of the creditworthiness of the units.

- (4) All amenities and site services which are made available to the market-rate units shall also be made available to the affordable units on the same terms as the market-rate units.

E. Area, bulk and density standards. The following area, bulk and density standards shall apply to development in the COAH-4 Overlay Residential Zone:

Requirement	COAH-4 Overlay Residential Zone
Minimum Lot Area	3 acres
Maximum Number of Dwelling Units	35 units
Minimum Yard Setbacks:	
Front Yard	125
North Side Yard	50
South Side Yard	100
Rear Yards	100
Maximum Building Height	3 stories/39 feet (See Note 2 Below)
Maximum Building Coverage	12 percent

NOTES:

- 1 Decks, balconies and like constructions attached to a building shall be permitted within this minimum yard setback, provided that they shall be located a minimum of 85 feet from the lot line.
 - 2 Irrespective of any other provisions regarding building height measurement, the following shall apply with respect to measurement of building height in the COAH-4 Overlay Residential Zone:
 - a. The maximum height shall be calculated individually for each section of a building containing multi family dwelling units.
 - b. The maximum building height shall be the vertical distance measured from the finished first floor to the highest point of the roof if the roof is a flat roof, or to the mean level between the roof eaves and the highest ridge point in the case of a pitched roof.
 - c. Excluded from the calculation of building height shall be chimneys, steeples, handrails for 'widow's walks and other architectural features that are no greater than four feet in height and which occupy no more than five percent of the total roof area.
- F. Supplemental standards. The following supplemental standards shall apply to development in the COAH-4 Overlay Residential Zone:
- (1) Access. A single driveway shall provide access to Route 9W. This driveway may be shared with the tower facility to the west of the affordable housing site. If the tower facility does share the affordable housing site driveway, the existing tower driveway no longer necessary shall be removed and revegetated.
 - (2) Electric vehicle charging stations and Make Ready spaces shall be provided as required by the New Jersey Model Electric Vehicle Ordinance pursuant to P.L. 2021,c. 171.
 - (3) The applicant shall provide off-street parking consistent with the Residential Site Improvement Standards ("RSIS"). In addition, except for barrier-free parking, parking

spaces shall measure nine (9) feet in width by eighteen (18) in depth. §220-17 related to off-street paling shall not apply to off-street parking facilities in the COAH-4 Overlay Residential Zone.

- (4) No building intended and designed for human habitation shall be located within 425 feet of the base of the communication tower to the west and located on property N/F designated as Block 80 Lots 10 & 11.
 - (5) Parking setback from property lines. All portions of any parking facility shall be setback a minimum of 100 feet from the south side property line. No portion of any parking facility except for a single drive shall be closer than 50 feet to the front property line.
 - (6) All off-street parking and internal drives shall be suitably buffered and screened to minimize views from adjacent properties and the public right-of-way.
 - (7) Ground Mounted Signage. One (1) ground mounted sign shall be permitted in the front yard if setback ten (10) feet from the front lot line. Said sign shall not exceed eight (8) feet in height and the message board shall not exceed 10 square feet in size. Any illumination of said sign shall only be by ground mounted lamps which shall be aimed to only illuminate the sign and not interfere with drivers on Route 9W. A landscape plan shall accompany all sign proposals so the Planning Board can ensure the sign does not distract from a desirable visual environment.
 - (8) Building offsets. For buildings with more than three (3) attached multifamily units, no more than three (3) side-by-side, contiguous units shall have the same front façade plane. A minimum three (3)-foot offset variation in front façade plane shall be provided between groupings within the same structure.
 - (9) Development of the subject parcel as an affordable housing site will qualify as a major development pursuant to New Jersey Department of Environmental Protection most recent stormwater regulations. The applicant shall manage both the quality and quantity of all stormwater flows consistent with requirements promulgated by the State of New Jersey. No detention basin or retention basin shall be located within 100 feet of the south side property line.
- G. Accessory buildings and structures. §220-13 related to accessory buildings and structures shall not apply to accessory buildings and structures in the COAH-4 Overlay Residential Zone. Instead, the following requirements shall apply to all accessory buildings in the COAH-4 Overlay Residential Zone:
- (1) The maximum height of accessory buildings and structures shall be 22 feet.

- (2) Accessory buildings and pools shall meet the street and property line setback requirements applicable to principle buildings. All accessory buildings shall be set back at least 35 feet from a principal building.
 - (3) Architectural design and materials used in the construction of accessory buildings shall be consistent with those used in the construction of principal buildings.
 - (4) The provisions of this section shall not apply to signs, off-street parking, fences and walls, which are regulated elsewhere in this section.
 - (5) Emergency standby generators shall be subject to the measured sound pressure levels of §153-3 (Noise Ordinance) and shall be set back at least 35 feet from a lot line or public right-of-way. All such equipment shall be suitably buffered and screened to minimize views from adjacent properties and the public right-of-way.
- H. Refuse and recycling collection areas shall be either fully contained within a building or adequately screened from public view through a combination of solid fencing and landscape plantings.
- I. Fences and walls. Fences, walls, gates, pillars, piers, posts and like constructions in the COAH-4 Overlay Residential Zone shall be subject to Chapter 111, "Fences." In addition, the following supplemental standards shall apply to retaining walls in the COAH-4 Overlay Residential Zone:
- (1) The maximum height of a retaining wall shall be six (6) feet. Tiered retaining walls shall be measured separately and each tier may be up to six (6) feet in height, provided that there is minimally a five (5)-foot separation between retaining walls and that same is landscaped.
 - (2) Site retaining walls may be constructed of finished concrete, stone, modular block, "big block" or soldier-pile with façade treatment.
 - (3) The maximum height of walls along any property line shall be four feet, irrespective of any other regulation to the contrary.
- J. Landscaping. The following landscaping requirements shall apply to development in the COAH-4 Overlay Residential Zone:
- (1) A landscape plan shall be required, which shall be designed to incorporate a variety of plant material to enhance the character of the site and shall include foundation plantings and perimeter trees and shrubs.

(2) Shade trees shall be minimally 2 1/2-inch to three-inch caliper. Evergreen trees shall vary between seven to eight feet and eight to 10 feet in height. Shrubs shall be at least 24 inches in height.

K. Lighting. The following landscaping requirements shall apply to development in the COAH-4 Overlay Residential Zone:

(1) All exterior lights shall be designed so as to reduce glare, lower energy usage and direct lights only to where they are needed.

(2) All exterior lights shall be light-emitting diode (LED) light of the soft white category and shall be Dark Sky compliant.

(3) All exterior lights shall be focused downward so that the direct source of light is not visible from adjoining streets or properties.

(4) The illumination of tennis courts and other paddle court games shall be consistent with the provisions set forth at §220-5.D.

L. General design standards. Building plans and elevations shall show a variation in design to be achieved by the types of roofs, heights of eaves and peaks, building materials and architectural treatment of the building facade that is utilized. The following design standards shall be utilized in the COAH-3 Zone:

(1) Architectural elements such as varied roof forms, articulation of the facade, breaks in the roof, and walls with texture materials and ornamental details shall be incorporated to add visual interest.

(2) Roof height, pitch, ridgelines and roof materials shall be varied to create visual interest and avoid repetition.

(3) Architectural elements such as fenestrations and recessed planes shall be incorporated into facade design. Architectural treatments and visual interest shall be applied to all visibly exposed facades of a building. All facades of a building shall be architecturally designed to be consistent with regard to style, materials, colors and details.

(4) A variety of building colors, materials and textures are encouraged.

- (5) Architectural features that enhance the facade or building form, such as decorative moldings, windows, shutters, dormers, chimneys, balconies and railings, are encouraged.
- (6) All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, etc.
- (7) Heating, ventilating and air-conditioning systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties.
- (8) All other applicable requirements of this chapter, and of other chapters of the Borough of Alpine Code, shall apply to development within the COAH-4 Overlay Residential Zone unless specifically superseded by the regulations of this section.

Section 8. If any article, section, subsection, 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 and they shall remain in full force and effect.

Section 9. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of Alpine, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Revised General Ordinances of the Borough of Alpine are hereby ratified and confirmed, except where inconsistent with the terms hereof.

Section 10. The Borough Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Bergen County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

Section 11. After introduction, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Borough of Alpine for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Borough Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

Section 12. This Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either his approval

or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved.

Section 13. This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7; (3) publication in accordance with the laws of the State of New Jersey; and (4) filing of the final form of adopted ordinance by the Clerk with (a) the Bergen County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the Borough Tax Assessor as required by N.J.S.A. 40:49-2.1.

INTRODUCED the _____ day of _____, 2023.

ADOPTED the _____ day of _____, 2023.

Paul H. Tomasko, Mayor

ATTEST:

_____ Stephanie Wehmann, RMC, CMR

A-10 Affirmative Marketing Plan

**BOROUGH OF ALPINE
RESOLUTION NO. 2024-___**

**RESOLUTION OF THE COUNCIL OF THE BOROUGH OF ALPINE
ADOPTING AN “AFFIRMATIVE MARKETING PLAN” FOR THE
BOROUGH OF ALPINE**

WHEREAS, in accordance with applicable Council on Affordable Housing (“COAH”) regulations, the New Jersey Uniform Housing Affordability Controls (“UHAC”)(N.J.A.C. 5:80-26., et seq.), and the terms of a Settlement Agreement between the Borough of Alpine and Fair Share Housing Center (“FSHC”), which was entered into as part of the Borough’s Declaratory Judgment action entitled In the Matter of the Borough of Alpine, County of Bergen, Docket No. BER-L-6286-15, which was filed in response to Supreme Court decision In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (“Mount Laurel IV”), the Borough of Alpine is required to adopt an Affirmative Marketing Plan to ensure that all affordable housing units created are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 1, the COAH Housing Region encompassing the Borough of Alpine.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Alpine, County of Bergen, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. All affordable housing units in the Borough of Alpine shall be marketed in accordance with the provisions herein.
- B. The Borough of Alpine has a Gap (1999-2015) and Prospective Need (2015-2025) affordable housing obligation. This Affirmative Marketing Plan shall apply to all developments that contain or will contain low and moderate income units, including those that are part of the Borough’s current Housing Element and Fair Share Plan, and those that may be constructed in future developments not contemplated in the Borough’s Housing Element and Fair Share Plan..
- C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the Borough of Alpine, or the Administrative Agent of any specific developer. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of affordable unit(s), and all such advertising and affirmative marketing shall be subject to approval and oversight by the designated Borough Administrative Agent.
- D. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low, low and moderate income housing units

are initially occupied and for as long as the affordable units remain deed restricted such that qualifying new tenants and/or purchasers continues to be necessary.

- E. In implementing the Affirmative Marketing Plan, the Administrative Agent, whether acting on behalf of the Borough of Alpine or on behalf of a specific developer, shall undertake, at a minimum, all of the following strategies:
1. Publication of an advertisement in one or more newspapers of general circulation within the housing region.
 2. Broadcasting of an advertisement by a radio or television station broadcasting throughout the housing region.
 3. At least one additional regional marketing strategy using one of the sources listed below:
 - a. Other publications circulated within the housing region, such as neighborhood oriented weekly newspapers, religious publications and organizational newsletters;
 - b. Employers throughout the housing region that will be contacted to post advertisements and distribute flyers regarding available affordable housing;
 - c. Specific community and regional organizations that will aid in soliciting low and moderate income applicants. Such organizations may include non-profit, religious, governmental, fraternal, civic, and other organizations; and
 - d. Other advertising and outreach efforts to groups that are least likely to be reached by commercial media efforts.
- F. 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 or sponsor 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 Housing Region 1 in which the Borough is located and covers the entire period of the deed restriction for each restricted housing unit.
- G. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:

1. All newspaper articles, announcements and requests for applications for very low, low and moderate income units shall appear in *The Record and Press Journal*.
 2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers the first week of the marketing program and each month thereafter until all units are leased or sold. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of all publications to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.
 3. The advertisement shall include a description of the:
 - a. Location of the units;
 - b. Directions to the units;
 - c. Range of prices for the units;
 - d. Size, as measured in bedrooms, of units;
 - e. Maximum income permitted to qualify for the units;
 - f. Location of applications;
 - g. Business hours when interested households may obtain an application; and
 - h. Application fees.
 4. The regional cable television stations or regional radio stations identified by COAH for Region 1 shall be used during the first month of advertising. The Administrative Agent working on behalf of the developer of each affordable housing project in the Borough must provide satisfactory proof of public dissemination.
- H. Applications, brochure(s), sign(s) and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:
1. Alpine Borough Municipal Building
 2. Alpine Borough Web Site
 3. Developer's Sales/Rental Offices

4. Bergen County Administration Building
5. Passaic County Administration Building
6. Hudson County Administration Building
7. Sussex County Administration Building
8. Danforth Memorial Library
9. Johnson Free Public Library
10. Hudson County Library
11. Sussex County Main Library

Applications shall be mailed by the Borough's Administrative Agent and Municipal Housing Liaison, or by the Administrative Agent of any specific developer, to prospective applicants upon request. Also, applications shall be made available at the developer's sales/rental office and shall be mailed to prospective applicants upon request. When on-line preliminary applications are utilized, if prospective applicants do not have internet access they will be given a phone number to call the Administrative Agent, who will then enter all pre-application information online during the phone call.

- I. The Borough's Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Bergen, Passaic, Hudson, and Sussex Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers.

1. Quarterly informational flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:

Eastern Bergen County Board of Realtors (411 Rte. 17 South, Hasbrouck Heights, NJ 07604)

Sussex County Association of Realtors (115 DeMarest Rd., Sparta, NJ 07871)

Passaic County Board of Realtors (204 Berdan Ave., Wayne, NJ 07470)

Hudson County Board of Realtors (110a Meadowlands Pkwy., Ste. 103, Secaucus, NJ 07094)

2. Quarterly informational circulars and applications shall be sent to the

administrators of each of the following agencies within the counties of Bergen, Passaic, Hudson, and Sussex:

Welfare or Social Service Board

Office on Aging or Division of Senior Services

Housing Authority

Community Action Agencies

Community Development Departments

3. Quarterly informational circulars and applications shall be sent to the chief personnel administrators of all of the major employers within the region.
4. In addition, specific notification of the availability of affordable housing units in Alpine (along with copies of the application form) shall be provided to the following entities:

Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)

New Jersey State Conference of the NAACP (4326 Harbor Beach Blvd. #775, Brigantine, NJ 08203)

The Bergen County NAACP (P.O. Box 1136, Englewood, NJ 07631)

The Jersey City NAACP (153 Martin Luther King Jr Drive, Suite B, Jersey City, NJ 07305)

The Paterson NAACP (305 Broadway, Paterson, NJ 07501)

The Passaic County NAACP (114 Prospect Street, Passaic, NJ 07055)

The Hoboken NAACP (P.O. Box 1219, Hoboken, NJ 07030)

The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)

Bergen County Housing Authority (1 Bergen County Plaza, 2nd Floor, Hackensack, NJ 07601)

Northeast New Jersey Legal Services (190 Moore Street, Hackensack, NJ 07601)

Bergen County Urban League (12 Tenafly Road, Suite 104, Englewood, NJ 07631)

Garden State Episcopal CDC (514 Newark Avenue, Jersey City, NJ 07306)

Mount Olive Baptist Church (260 Central Avenue, Hackensack, NJ 07601)

Urban League Affordable Housing & CDC (253 Martin Luther King Jr Drive, Jersey City, NJ 07305)

Bergen County Housing Coalition (389 Main Street, Hackensack, NJ 07601)

Fair Housing Council of Northern NJ (131 Main Street, Hackensack, NJ 07601)

New Jersey Community Development (32 Spruce Street, Suite 3, Paterson, NJ 07501)

Advance Housing (64 E Midland Avenue, Paramus, NJ 07652)

Paterson Habitat for Humanity (146 N 1st Street, Paterson, NJ 07522)

Family Promise of Bergen County (100 Dayton Street, Ridgewood, NJ 07450)

Saint Paul's Community Development Corp. (456 Van Houten Street, Paterson, NJ 07501)

Supportive Housing Association (185 Valley Street, South Orange, NJ 07079)

Islamic Center of New Jersey (17 Park Street, Jersey City, NJ 07304)

Monarch Housing Associates (226 North Avenue W, Cranford, NJ 07016)

New Jersey Housing Resource Center (637 S Clinton Avenue, Trenton, NJ 08611)

- J. A random selection method to select occupants of very low, low and moderate income housing will be used by the Borough's Administrative Agent, or the Administrative Agent of any specific developer, in conformance with N.J.A.C. 5:80-26.16 (l). Pursuant to the New Jersey Fair Housing Act (C.52:27D-311), a preference for very low, low and

moderate income veterans duly qualified under N.J.A.C. 54:4-8.10 may be exercised, provided an agreement to this effect has been executed between the developer or landlord and the Borough prior to the affirmative marketing of the units.

- K. The Borough's Administrative Agent, or the Administrative Agent of any specific developer, shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to provide for the initial occupancy of very low, low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26-1, et seq.
- L. The Borough's Administrative Agent, or the Administrative Agent of any specific developer, shall provide or direct qualified very low, low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
- M. All developers/owners of very low, low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Borough's Administrative Agent.
- N. The Borough's Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C. 5:80-26-1, et seq.

BE IT FURTHER RESOLVED that the appropriate Borough officials and professionals are authorized to take all actions required to implement the terms of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

Paul H. Tomasko
Mayor, Borough of Alpine

I, _____, Borough Clerk of the Borough of Alpine, do hereby certify that the above is a true copy of a resolution adopted by the Borough Committee at a meeting held on _____, 2024.

Stephanie Wehmann, RMC, CMR
Borough Clerk

A-11 Resolution – COAH Housing Liaison

RESOLUTION
Appointment Affordable Housing Liaison

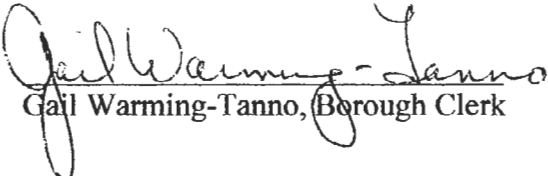
OFFERED BY: Councilwoman Gerstein

SECONDED BY: Councilwoman Garjian

at a regular meeting of the Mayor and Council of the Borough of Alpine held on Wednesday, September 27, 2006 to make Mayor Tomasko the Borough's Affordable Housing Liaison with the Council on Affordable Housing.

Vote: Ayes: Cacouris, Frankel, Garjian, Gerstein
Nays: None **Abstain:** None **Absent:** Merians, Siegal

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on September 27, 2006.


Gail Warming-Tanno, Borough Clerk

A-12 UCC Certification

BOROUGH OF ALPINE
100 CHURCH ST
201-784-2901 X22

**UCC NEW JERSEY
CERTIFICATE**

Date Issued 12/21/06
Control #
Permit # 2005-120

IDENTIFICATION

Block 39 Lot 2 Qual
Work Site Location RT 9W/HILLSIDE AVENUE
ALPINE, NJ
Owner in Fee/Occupant ALPINE BOROUGH COAH HOUSING
RT 92
ALPINE, NJ 07620-
Telephone (201) 784-2900
Contractor CITI STRUCTURE
Address 52 E. MADISON AVE.
DUMONT, NJ 07628-
Telephone (201) 501-8822 Fax (201) 501-0084
Lic. No. or Bldrs. Reg. No.
Federal Emp. No. 22-3793085

Home Warranty No.
 State Private
Use Group R-2
Maximum Live Load 0
Construction Classification
Maximum Occupancy Load 0
Description of Work/Use:
COAH HOUSING
EIGHT UNITS -

[X] 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 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 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.

[] 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.

[] 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 ____/____/____.

Fee \$ _____ 0
Paid Check No. _____
Collected by: _____

William B. Blackwell
Construction Official

A-13 Confirmation of Payment-Fairview RCA Nov 2000

LOGAN AND LOGAN
COUNSELLORS AT LAW
132 ENGLE STREET
P. O. BOX 664
ENGLEWOOD, N. J. 07631

JAMES P. LOGAN

ROBYN B. LINDSAY
(N.J. & N.Y. BAR)

WILLIAM E. LOGAN (1960-1993)

TEL: (201) 569-0700
FAX: (201) 569-4122

November 13, 2000

Via Certified Mail/rrr

Peter J. Scandariato, Esq.
Alampi, Arturi, D'Argenio and Guaglardi, LLP
210 Sylvan Avenue
Englewood Cliffs, New Jersey 07632

re: Alpine Regional Contribution Agreement with Fairview

Dear Mr. Scandariato:

Enclosed please find the Borough of Alpine Capital Account check #1483 made payable to the Borough of Fairview in the amount of \$320,000.00. This check represents payment in accordance with the Regional Contribution Agreement executed by the Boroughs of Alpine and Fairview.

Thank you for your attention in this matter.

Very truly yours,

LOGAN AND LOGAN

s/ James P. Logan

James P. Logan

encl.

cc: Mayor and Council
Philip B. Caton
Gail Warming, Borough Clerk

BOROUGH OF ALPINE
CAPITAL ACCOUNT

1483

Nov 9 \$2000

55-216
212 16

PAY TO THE ORDER OF Borough of Fairview \$320,000.⁰⁰

Three hundred and twenty thousand and ⁰⁰/₁₀₀ DOLLARS



Paul H. Tomasco

FOR Fair Share Requirements

⑈001483⑈ ⑆021202162⑆ 11601779

COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

Complete items 1, 2, and 3. Also complete 4 if Restricted Delivery is desired. Write your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

A. Received by (Please Print Clearly) Logana B. Logan B. Date of Delivery
C. Signature [Signature] Agent Addressee
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

Article Addressed to:
Peter J. Scandariato, Esq.
Alampi, Arthur, D'Argento, Jr.
210 Sylvan Avenue
Englewood Cliffs, NJ 07632

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

TEL: (201) 569-0700
FAX: (201) 569-4122

Article Number (Copy from service label)

2 248 241 686

3, 2000

S Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

635



Logana B. Logan and Guaglardi, LLP

Jersey 07632

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LOGAN AND LOGAN

[Signature]
James P. Logan

encl.

cc: Mayor and Council
Philip B. Caton
Gail Warming, Borough Clerk

Fold at line over top of envelope to the right of the return address

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Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Write your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

A. Received by (Please Print Clearly) *Helen Brady* B. Date of Delivery

C. Signature *Helen Brady* Agent Addressee

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

1. Article Addressed to:
*Peter J. Scandariato, Esq.
Alampi, Arthur, D'Argenzio
210 Sylvan Avenue
Englewood Cliffs, NJ 07632*

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)
7248 241 686

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952 638

TEL: (201) 569-0700
FAX: (201) 569-4122

3, 2000

Jersey 07632

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Very truly yours,

LOGAN AND LOGAN

s/ James P. Logan
James P. Logan

encl.

cc: Mayor and Council
Philip B. Caton
Gail Warming, Borough Clerk

248 241 686

Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to	Peter J. Scandariato, Esq. Alpine, Arden
Street & Number	210 Sylvan Avenue
Post Office, State, & ZIP Code	Englewood Cliffs, NJ 07632
Postage	\$.33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.98
Postmark & Date	

LOGAN AND LOGAN
COUNSELLORS AT LAW
132 ENGLE STREET
P. O. BOX 664
ENGLEWOOD, N. J. 07631

TEL: (201) 569-0700
FAX: (201) 569-4122

November 13, 2000

l/rrr
ato, Esq.
'Argenio and Guaglardi, LLP
New Jersey 07632

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Very truly yours,
LOGAN AND LOGAN
s/ James P. Logan
James P. Logan

encl.

cc: Mayor and Council
Philip B. Caton
Gail Warming, Borough Clerk

PS Form 3800, April 1995

A-14 TKLD COAH Admin Agent 2024 Resolution

2024 PROPOSAL
ATTACHED



**Borough of Alpine
Resolution
2024 Other Professional Services Agreements
{Awarded pursuant to the Non-Fair and Open Process}**

OFFERED BY: Councilwoman Gerstein **SECONDED BY:** Councilman Cohen

At this 2024 Reorganization Meeting of the Alpine Mayor and Council
WHEREAS, the Borough of Alpine requires certain professional services of a type as listed in the table below; and

WHEREAS, the Mayor and Council have determined, based on professional experience, expertise and reputation, to award contracts for such services as noted below pursuant to N.J.S.A. 19:44A-20.4 and/or 20.5 as other than a "Fair and Open" contract as defined therein; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) authorizes the award of such professional services contracts without competitive bidding; and

WHEREAS, in any instance where it is anticipated that the expenditure for each professional service will exceed the sum of \$17,500 for said calendar year, the professionals have completed, submitted and filed a Business Entity Disclosure certificate and a Political Contribution Disclosure Form certifying that the firm has not made or will make any reportable contributions that would bar the award of this contract under the provisions of N.J.S.A. 19:44A-1 et seq., and

WHEREAS, those professionals or business entities, whose services will or may exceed the aggregate threshold pursuant to N.J.S.A. 10-5-31 et seq. and N.J.A.C. 17:27-5.2, have either provided or will provide prior to execution of their agreements an Acknowledgement of Compliance with Mandatory Equal Employment Opportunity Language and either a Certificate of Employee Information Report Form AA302 or Letter of Federal Affirmative Action Plan Approval, and

WHEREAS, these contracts for professional services are subject to the Chief Financial Officer of the Borough of Alpine, County of Bergen, State of New Jersey, having first ascertained that there are available sufficient appropriations in the year 2022 Temporary Current Fund Budget to award said contracts for services of a technical and professional nature in compliance with N.J.A.C. 5:30-5.4 and/or other applicable regulations;

Name/Firm/Town/State	Services	Amount Estimated Not to exceed*	Term For the Year
Levi J. Kool, Esq. Huntington Bailey, LLP Westwood, NJ	Borough Attorney, Labor Attorney, Special Counsel & Affordable Housing Related Development Apps	\$125,000	2024
Perry Frenzel, PE Azzolina & Feury Engineering, Inc. Paramus, NJ	Borough Engineer	\$60,000	2024
Edward J. Buzak, Esq. Surenian, Edwards, Buzak & Nolan LLC Montville/Point Pleasant Beach, NJ	Special Counsel & Affordable Housing Related Development Apps	\$40,000	2024
Jeffrey C. Bliss, CPA Lerch, Vinci & Bliss, LLP Fair Lawn, NJ	Borough Accountant	\$42,000	2024
Robert McNemey McNemey & Associates, Inc. Glen Rock, NJ	Appraisal	\$21,000	2024
Doug Neumetzger Dart Computer Services, Inc. River Vale, NJ	Information Technology Services	\$25,000	2024
Jennifer Roselle, Esq. Genova Burns, LLC Newark, NJ	Special Labor Counsel	\$10,000	2024
Steven L. Rogut Rogut McCarthy LLC Cranford, NJ	Bond Counsel	\$10,000	2024
Brian Efert Efert, French & Co., Inc. Tenafly, NJ	Risk Management	\$10,000	2024
Valley Health Medical Group Paramus, NJ	CDL Random Alcohol & Drug Testing	\$10,000	2024
Laura Mongello TKLD Consulting LLC Paramus, NJ	Administration of Affordable Housing	\$10,000	2024

NOW THEREFORE, BE IT RESOLVED that the Council of the Borough of Alpine authorizes the Mayor and Borough Clerk to execute agreements for each; and

BE IT FURTHER RESOLVED that the Municipal Clerk is hereby authorized to cause notice to be published once in The Record newspaper stating the nature, duration, service and amount of the contract and that the resolution and contracts are on file and available for public inspection in the Borough Clerk's office.

VOTE: AYES: Bosworth, Cohen, A. Frankel, V. Frankel, Gerstein, Kupferschmid

MOTION APPROVED

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on January 4, 2024.

Stephanie Wehmann
Stephanie Wehmann, Municipal Clerk

Proposal for Affordable Housing Administrative Agent

Alpine, NJ December 2024

Purpose: To Provide an Administrative Agent services independently, pursuant to N.J. Admin. Code § 13:45B-1.2

Scope of Services: The AA. who shall perform the duties and responsibilities as set forth in the Uniform Housing Affordability Controls, N.J.AC. 5:80-26.1 et seq.

The Affordable Housing Administrative Agent shall be responsible for administering the affordability controls of some or all units in the affordable housing program to ensure that the restricted units under administration are affirmatively marketed and rented, as applicable, only to low- and moderate-income households.

The Affordable Housing Administrative Agent will be committed to be responsive to the needs of all who live and work in the community.

The Affordable Housing Administrative Agent will oversee and assist in the operation of all functions of Affordable Housing including, but not limited to:

Affirmative Marketing

A) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the affirmative marketing plan of Paramus Affordable Housing and all the provisions of N.J.A.C. 5:80-26.15 and

B) Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, rental lease requirements, and landlord/tenant law

Household Certification

A) Soliciting, scheduling, conducting and following up on interviews with interested households

B) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit

- C) Providing written notification to each applicant as to the determination of eligibility or non-eligibility
- D) Requiring that all certified applicants for restricted units execute a certificate substantially in the form of rental certificates set forth in Appendix K of N.J.A.C.5:80-26.1et seq
- E) Creating and maintaining a waiting list of eligible applicant households living in the housing region and eligible applicant households with member working in the housing region where the units are located
- F) Employing the random selection process as provided in the affirmative marketing plan of the Borough of Alpine when referring households for certification to affordable units

Affordability Controls

- A) Assist attorneys or closing agent, forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit
- B) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions recorded mortgage and note, as appropriate
- C) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit
- D) Ensuring the issuance of continuing certificates of occupancy or certifications pursuant to N.J.A.C. 5:80-26.10

Selection Criteria

- A) Implementing all facets of Marketing and Advertising
- B) Providing application to applicants
- C) Maintaining wait list management
- D) Managing tenant preference

E) Enforcing Eligibility Criteria and income limited as established and adjusted by HUD/COAH

F) Tenant Screening and Rejecting

Rental

A) Instituting and maintaining an effective means of communicating information between developers and the Administrative Agent regarding the availability of restricted units for rent

B) Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for re-rental

Enforcement

A) Securing from all developers and sponsors of restricted units, at the earliest point contact in the processing of the project or development, written acknowledgement of the requirement that not restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent

B) The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made

C) Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4

D) Creating and publishing a written operating manual, as approved by COAH, setting forth procedures for administering such affordability controls

E) Providing annual reports to COAH as required

F) Such other responsibilities as may be necessary to carry out the role and responsibilities of Administrative Agent as defined by COAH and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq

Recertification Annually

- A) Overall Program administration
- B) send out recertification letters to tenants 3 months prior to lease renewal requesting updated financials

Rent Collection

- A) Overall program administration
- B) Collecting and tracking rent monthly
- C) Instituting Late Fees if applicable and advising tenants in writing
- D) Depositing/or mailing rent checks to appropriate party
- E) Providing monthly rent record keeping

Rehab Program

- A) Certifying households for eligibility
- B) Scheduling housing inspection once approved
- C) Securing cost estimates for repairs
- D) Scheduling inspections throughout the project to see progress
- E) Providing Payment for Contactors once work is completed
- F) Final Inspection
- G) Maintain records throughout term of grant
- H) Record Mortgage document and restricted covenant

Cost of Services:

- \$62.00 hr. All work in proposal
- \$400 a quarter retainer: Consulting, list maintenance, and responding to Inquiries.
- additional for postal reimbursement at postal rate

- Affordable Housing Attorney, Clerk of the works, additional cost if municipality does not have one.

Term of Agreement: Agreement shall be effective for a period of one year. If mutually agreed the contract will automatically be renewed for a period of 1 year. Price adjustment may be mutually negotiated by both parties.

Payment: \$62.00 will be billed hr. \$400.00 on a quarterly basis. Payment is expected within 30 days of invoice.

Termination: Agreement may be terminated by either participant providing a minimum of 90-day notice is given.

Best Regards,

Laura Mongello
TKLD Consulting LLC