

**Resolution of the Demarest Governing Body**

**Resolution No. 138-25**

**July 28, 2025**

<b>Council Member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Slowikowski			✓			
Collins		✓	✓			
Fox	✓		✓			
Jiang			✓			
Marks			✓			
Reiss			✓			

**TITLE: RESOLUTION APPROVING THE AGREEMENT BETWEEN 95 COUNTY DEMAREST, LLC AND STEVEN J. WEINBERG t/a COMMUNITY ACTION SERVICES DESIGNATING AND SETTING FORTH THE TERMS AND CONDITIONS UPON WHICH THE AFFORDABLE HOUSING ADMINISTRATIVE AGENT SHALL PROVIDE AFFORDABILITY CONTROL SERVICES FOR THE TWO AFFORDABLE UNITS AT 95 COUNTY ROAD, DEMAREST, NEW JERSEY**

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**WHEREAS**, 95 County Demarest LLC is the developer (the “Developer”) implementing a program to provide two (2) affordable housing units to low- and moderate income households at 95 County Road, Demarest, New Jersey; and

**WHEREAS**, pursuant to N.J.A.C. 5:80-26.15, affordability controls may be administered by an administrative agent acting on behalf of a municipality or Developer; and

**WHEREAS**, the Developer has selected Steven J. Weinberg t/a Community Action Services to be the Affordable Housing Administrative Agent for the purpose of providing

affordability control services for the Developer's two 2 affordable units at 95 County Road, Demarest, New Jersey (the "Administrative Agent"); and

**WHEREAS**, the Developer has presented the Borough with an Agreement between the Developer and Administrative Agent for the administration of the 2 affordable housing units at 95 County Road, Demarest, New Jersey (the "Agreement"); and

**WHEREAS**, the Agreement is subject to the approval of the Borough of Demarest and New Jersey Department of Community Affairs; and

**WHEREAS**, the Agreement is for a term of one year with automatic renewals for successive terms of two years each, subject to either party's ability terminate the Agreement upon two months advance written notice; and

**WHEREAS**, the Agreement requires the Administrative Agent to perform all duties and responsibilities as required by law, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18; and

**WHEREAS**, the Agreement further requires the Developer to compile, verify and submit all information required by the Borough as part of the Borough's annual affordable housing reports as required by the DCA; and

**WHEREAS**, the Borough's Affordable Housing Legal Counsel has reviewed the Agreement and recommends to the Borough that it approve the Agreement in the form as attached hereto; and

**WHEREAS**, it is in the best interest of the Borough to approve the Agreement between the Developer and Administrative Agent.

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Demarest that the Governing Body hereby approves of the Agreement between 95 County Demarest LLC and Steven J. Weinberg t/a Community Action Services, in the form attached hereto.

**APPROVED:**

  
\_\_\_\_\_  
**Brian Bernstein, Mayor**

**CERTIFICATION**

I, Julie Falkenstern, Registered Municipal Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on July 28, 2025.

  
\_\_\_\_\_  
**Julie Falkenstern, RMC**

Agreement Between

95 County Demarest LLC

and

Steven J. Weinberg t/a Community Action Services

**FOR THE ADMINISTRATION OF AFFORDABLE HOUSING UNITS**

*THIS AGREEMENT*, entered into as of this the 30th day of June, 2025,

**BETWEEN** *95 County Demarest LLC* an LLC of the State of NJ, having offices at *[insert address]*, hereinafter called the "Developer"; and  
  
Steven J. Weinberg t/a Community Action Services, having offices at PO Box 6025, East Brunswick, NJ. 08816, hereinafter called the "Affordable Housing Administrative Agent. (Administrative Agent/AHAA)"

**WITNESSETH**

*WHEREAS*, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 & 302, *et seq.*, hereinafter the "Act") the Developer is implementing a program to provide 2 affordable housing units to low- and moderate-income households at 95 Country Road, Demarest, NJ 07627; and

*WHEREAS*, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low- and moderate-income units that are created under the Act are occupied by low- and moderate-income households for an appropriate period of time (the "Rules"); and

*WHEREAS*, Section 5:80-26.15 of the Rules provides that affordability controls may be administered by an administrative agent acting on behalf of a municipality or Developer; and

*WHEREAS*, the Developer has selected Steven J. Weinberg t/a Community Action Services to be the Affordable Housing Administrative Agent for the purposes of providing affordability control services for the Developer's 2 affordable units at 95 Country Road as included in this contract.

*NOW THEREFORE*, subject to the approval of the Borough of Demarest and NJDCA, the Developer and the Administrative Agent hereby agree to the following terms and conditions:

**Section 1. Term**

This Agreement shall become effective as of the 30th day of June, 2025, and shall have a term of 1 year, terminating at the close of business on the 30th day of June, 2026, subject to the termination and renewal provisions set forth in *Section 4*, below and the approval of the Borough of Demarest of this Agreement.

**Section 2. Applicability and Supersession**

This Agreement shall define and govern all terms between the parties with respect to affordability controls for affordable housing units provided under the Act, and shall supersede all prior agreements or documents related thereto.

**Section 3. Agency and Enforcement Delegation**

The Developer and the Administrative Agent acknowledge that under the Rules, the Administrative Agent is acting hereunder primarily as an agent of the Municipality. Anything herein to the contrary notwithstanding, however, the Developer hereby delegates to the Administrative Agent, and the Administrative Agent hereby accepts, primary responsibility for enforcing substantive provisions of the Act and the Rules. The Developer, however, shall retain the ultimate responsibility for ensuring effective compliance with the Rules and the activities of the Administrative Agent will come under the supervision of the Demarest Municipal Housing Liaison.

**Section 4. Termination and Renewal**

- (1) The Agreement may be terminated by either party, by giving 2 (two) months advanced written notice to the other, to the address and in the form as set forth in *Section 8*, below.
- (2) Unless terminated, this Agreement shall automatically be renewed for successive terms of 2 years each.

**Section 5. Assignment of Affordable Housing Units**

For the term hereof, and without exception, this Agreement shall govern the provision of affordability control services for the following affordable housing units located within the Municipality that fall under the jurisdiction of the Act and meet the requirements of 5:80-26.5 Occupancy standards:

- 2 affordable units as spelled out in the State-approved agreements between the Developer and the Borough of Demarest at their 8 unit development at 95 Country Road, Demarest.
  - One 3-bedroom moderate income unit comparable in size, appliances and infrastructure to any other 3-bedroom market-rate units in the 95 Country Road development
  - One 2 bedroom low income unit comparable in size, appliances and infrastructure to the other 2 bedroom market-rate units in the 95 Country Road development

**Section 6. Responsibilities of the Administrative Agent**

The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in the Rules, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

- (1) Affirmative Marketing
  - (a) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Borough of Demarest and the provisions of N.J.A.C. 5:80-26.15;
  - (b) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by NJ-DCA; and
  - (c) Referring Affordable applicants to HUD or DCA-approved counseling services for 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 contacts with interested households, as appropriate;
  - (b) Conducting phone or digital 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 digital notification to each applicant processed 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, 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 a random selection process as provided in the Affirmative Marketing Plan of the Borough of Demarest 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 affordable lease, recorded project deed with restrictions, recorded mortgage and note, as appropriate;
  - (c) Ensuring that the removal of the deed restrictions and cancellation of any 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) 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) Resale and rental
  - (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 re-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 cost of central air conditioning systems;
  - (c) Notifying the Developer of an owner's intent to sell a restricted sales unit or vacate a restricted rental unit; and
  - (d) Processing requests and making determinations on requests by owners of restricted units for hardship waivers.
- (6) Enforcement
  - (a) Securing annually from municipalities lists of all affordable sales 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) Working with the Municipal Housing Liaison to ensure that affordable housing opportunities are posted to the New Jersey Housing Resource Center pursuant to N.J.S.A. 52:27D-321.3 to 321.6, including, if necessary, levying fines for noncompliance and requiring new lotteries;
  - (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 municipality's affordable housing trust fund or other appropriate municipal fund approved by DCA;
  - (f) Utilizing the written Demarest Borough affordable housing operating manual, as approved by DCA, setting forth procedures for administering such affordability controls; and
  - (g) Providing information regarding the developer's affordable units required in annual Demarest Borough affordable housing reports to DCA as required.

- (7) The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
- (8) Description of any other agreed responsibilities of the Administrative Agent. The developer may request the AHAA to assist in the application for funding of a program of supportive housing for mental disabilities etc. that grants the town the same Affordable Housing credits for the 2 affordable units at 95 Country Road as would a normal affordable, non-age-restricted rental unit.

#### Section 7. Responsibilities of The Developer

The Developer shall:

- (1) Provide to the Administrative Agent the name, title and telephone number of the municipal official designated as the Demarest Municipal Housing Liaison to the Administrative Agent on all matters related to this Agreement;
- (2) Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the Rules and the provisions of this Agreement;
- (3) Monitor the occupancy status of the two restricted units in the Developer's 95 Country Road development;
- (4) Compile, verify, and submit information required by Demarest as part of the Borough's annual affordable housing reports as required by DCA;
- (5) Coordinate Administrative Agent meetings with Developer officials, representatives and employees, as applicable;
- (6) Provide the Administrative Agent with the approved Demarest Affirmative Marketing Plan;
- (7) Ensure that all restricted units are identified as affordable within the tax assessor's office and any Municipal Utility Authority (MUA). The municipality and MUA shall promptly notify the Administrative Agent of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units; and
- (8) Provide all reasonable and necessary assistance to the Administrative Agent in support of efforts to enforce provisions of the Act, the Rules, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under the Agreement.

## Section 8.

## Fee Structure

The Developer agrees to the following fee structure to be paid to Steven J. Weinberg t/a Community Action Services for the affordable Housing Administrative agent services set forth in this agreement:

1. Annual fee - For affordable document gathering, affordable rent calculating, project preapplication and application document preparation, applicant database setup, project marketing, applicant database entry, conduct of lottery and sorting lottery winners by appropriate unit size and income level: \$4,000
2. Leasing fee - For the leasing of each of the 2 affordable rental units at 95 Country Road after income certifying as many appropriately sized and income level families as it takes from the lottery list to reach a suitable tenant for each unit: \$5,000 each unit.
3. Releasing fee - Affordability Certification of a new tenant for releasing of any unit that becomes vacant: \$5,000 each unit.
4. Supportive Housing Application assistance fee - Should the AHAA be requested to assist the Developer in the application for funding of a program of supportive housing for mental disabilities etc. that grants the town the same Affordable Housing credits for the 2 affordable units at 95 Country Road as would a normal affordable, non-age-restricted rental unit, a separate fee structure for the provision of such services will be mutually agreed upon through an addendum to this Agreement at that time.

## 5. Fee Timing

Developer agrees to the following timing for the payment of the above AHAA fees:

- a. Annual fee - \$3,000 at the signing of this agreement and \$1,000 at the conclusion of the lottery as the initial income certification for lease-up process begins. Thereafter, the Developer agrees to pay the AHAA the annual fee of \$4,000 on the anniversary date at the start of each subsequent year that this Agreement is mutually extended by both parties as provided for in Section 4 of this Agreement.
- b. Leasing fee - upon notifying the Developer that an eligible client has been found for a vacant affordable unit, the developer will pay the Administrative Agent the sum of \$3,500 prior to the AHAA referring that eligible tenant to the Developer. At the signing of a lease for the unit, the Developer will pay the AHAA the \$1,500 balance due for leasing that unit. If that referral does not result in the execution of a lease with that eligible referred applicant for legitimate reasons under the State affordable housing rules, income certification of a replacement client will be completed by the AHAA and prior to the referral of that approved client to the Developer, the Developer will pay the AHAA the \$1,500 balance due for leasing that unit.
- c. Re-leasing fee - Payment for referring to the developer income eligible, AHAA-approved applicants for units that become vacant during the term of this agreement, shall follow the same pattern as agreed above for initial leasing. \$3,500 prior to referring an income eligible approved applicant to the Developer to fill the vacancy and the \$1,500 re-leasing fee balance at the signing of the lease. If that referral does not result in the execution of a lease with that eligible referred applicant for legitimate reasons under the State affordable housing rules, income certification of a replacement client will be completed by the AHAA and prior to the referral of that approved client to the Developer, the Developer will pay the AHAA the \$1,500 balance due for leasing that unit.

**Section 9.**

**Notices**

All notices and other written communications between the Developer and the Administrative Agent shall be to the addresses and personnel specified below:

if to the Developer:

16 Cambridge Rd,

Tenafly, NJ 07670

Attn: Yoav Rettig

if to the Administrative Agent:

Community Action Services

PO Box 6025

East Brunswick, NJ 08816

Attn: Steven J. Weinberg, Director

**Section 10.**

**Non-Waiver of Conditions**

The failure of either party to insist upon strict performance of any provision of this Agreement in any one or more instances shall not constitute a consent to waiver of or excuse for any other different or subsequent breach of the same or other provision, nor as a result shall either party relinquish any rights which it may have under this Agreement. No terms or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the waiving party.

**Section 11.**

**Merger and Amendment**

This written Agreement, together with its Exhibits, constitutes the sole agreement between the parties with respect to the matters covered therein, and no other written or oral communication exists which shall bind the parties with respect thereto, provided however that this Agreement may be modified by written amendments clearly identified as such and signed by both the Developer and the Administrative Agent.

Section 12.

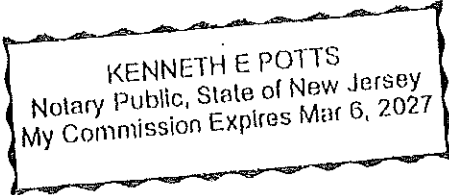
Partial Invalidation of Agreement

Should any provision of this Agreement be deemed or held to be invalid, ineffective or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer and the Administrative Agent have executed this Agreement in triplicate as of the date first above written. (Original to each Party and to Demarest Borough.)

DEVELOPER NAME 95 County Demarest LLC

BY Yoav Rettig, LLC member  
Developer Representative Name and Title Print



[Signature]  
Developer Representative Signature

ACKNOWLEDGEMENT

On this, the 3 day of July, 2025, before me came Yoav Rettig known and known to me to be the President of 95 County Demarest LLC, the Developer identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Developer, and that (s)he has so executed the foregoing Agreement for the purposes stated therein.

[Signature]  
NOTARY PUBLIC

AFFORDABLE HOUSING ADMINISTRATIVE AGENT  
Steven J. Weinberg t/a Community Action Services

BY \_\_\_\_\_  
Steven J. Weinberg  
Director

ACKNOWLEDGEMENT

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me came Steven J. Weinberg, known and known to me to be the Director of Steven J. Weinberg t/a Community Action Services (Sole Proprietorship owner), the Administrative Agent identified as such in the foregoing Agreement, who states that he has signed said Agreement for the purposes stated therein.

\_\_\_\_\_  
NOTARY PUBLIC