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APPENDICES TO THE

THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN

TOWNSHIP OF COLTS NECK | MONMOUTH COUNTY, NEW JERSEY

DRAFT

June 14, 2022

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1. Durational Adjustment

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June 14, 2022 Via Electronic Mail

Thomas Trautner
CSG Law
One Boland Drive
West Orange, New Jersey 07052

Re: Sewer Service Areas in Colts Neck Township

Dear Mr. Trautner

As you requested, I have evaluated the capacity of sanitary sewer service in Colts Neck and present a summary of my findings herein.

The New Jersey Water Quality Planning Act (WQPA), NJSA 58:I 1A-1 et seq, and the Statewide Water Quality Management Planning (WQMP) rules at NJAC 7:15 et seq establish policies, procedures, and standards for the protection of surface and groundwater throughout New Jersey. In part, the WQMP rules mandate the preparation of regional wastewater management plans to assist in communicating and planning responsible development of resources.

Monmouth County is one of the twelve regional wastewater planning areas. The NJDEP adopted the most recent Monmouth County Planning Board Water Quality Management Plan on April 11, 2013**. Figure 1** presents the Monmouth County Future Wastewater Service Area Map based on the 2013 Monmouth County WQMP. The plan presents the township borders using grey lines, large-scale wastewater service areas using color coding and labeling, and localized wastewater treatment systems using labeling. Colts Neck borders wastewater service areas in other Townships, but with the minor exception of a portion of The Grove development, Colts Neck is not served by a regional wastewater facility.

The Water Quality Management Plans for each management area are routinely amended, including adding new treatment areas or revising wastewater service areas. As the Monmouth County WQMP is amended, the NJDEP provides updated GIS figures defining the wastewater areas. **Figure 2** provides a GIS-based figure of the water quality management features within Monmouth County through 2018. **Figure 2** presents the location of twelve (12) site-specific wastewater treatment systems, including three (3) systems that discharge to surface water and nine (9) systems that discharge to groundwater. Property uses with site-specific treatment systems include schools, a golf course, a commercial strip mall, elderly care homes and other uses. The nine systems that utilize discharge-to-groundwater permits treat relatively small volumes of wastewater, ranging from maximum daily flows of 2,000 gallons per day to 19,250 gallons per day. These systems are designed and permitted to provide sanitary sewer service solely to their individual properties and not for a multi-unit development project.

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Since 1978, Colts Neck has been identified as a "Limited Growth Area," including onsite septic systems for individual properties. **Figure 3** displays the twelve 2018 WQMP treatment areas atop a 2019 aerial photograph of Colts Neck. Although the scale is large, all properties with visible buildings within Colts Neck are served by onsite septic systems. **Figure 3** demonstrates that the majority of Colts Neck continues to be served by onsite septic systems and that no sewer service areas or regional sewer services are currently available within the Township.

Do not hesitate to get in touch with me with any questions.

Sincerely,

David Puchalski

David Puchalski, PE
Associate

Figure 1 Monmouth County Future Wastewater Service Area Map - 2013
Figure 2 Colts Neck Water Quality Management Areas in 2018
Figure 3 Colts Neck Water Quality Management Areas in 2018

Attachment A - CV of David Puchalski, PE

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Figures

Monmouth County Future Wastewater Service Area Map

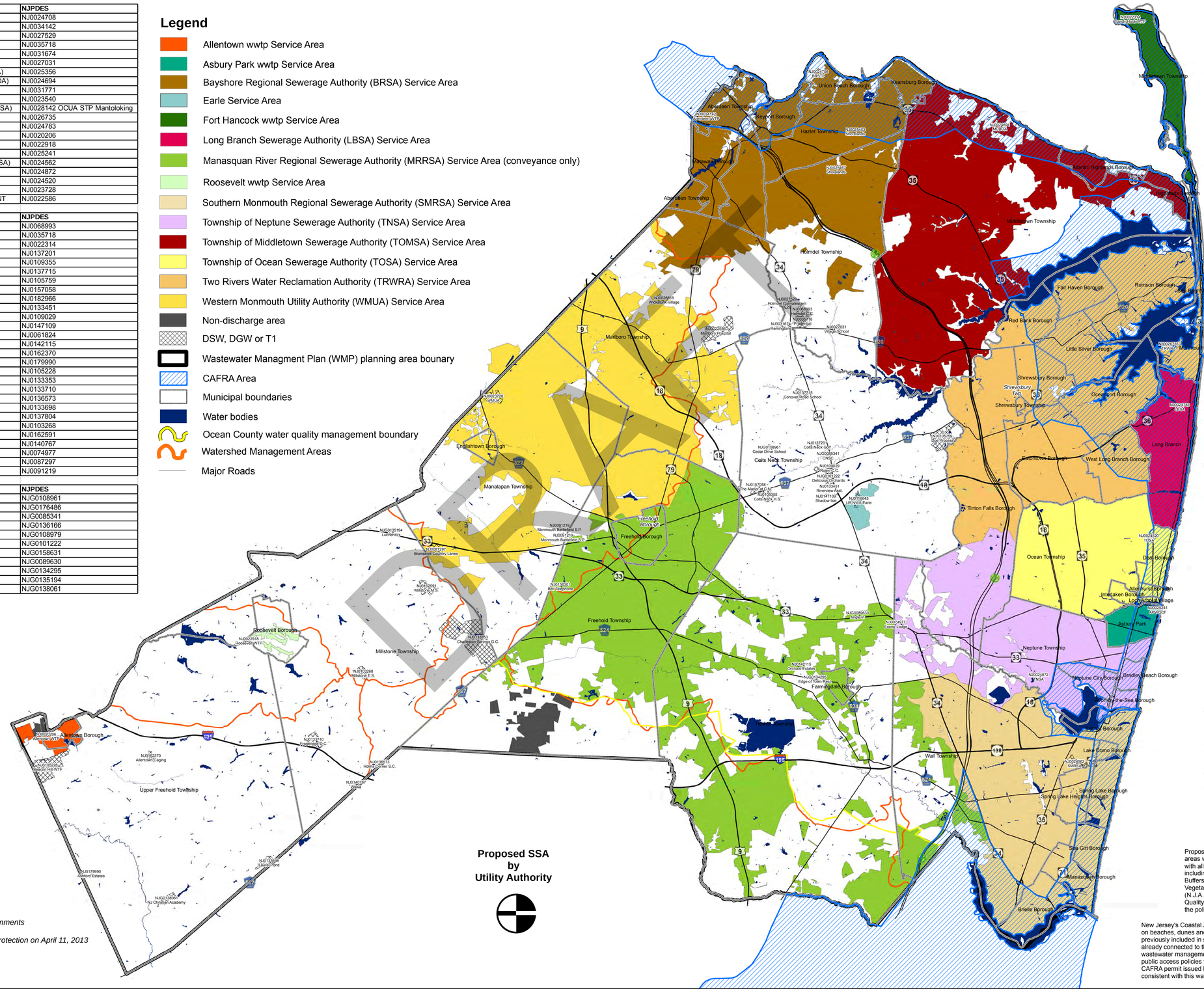
DISCHARGE TO SURFACE WATER (DSW)	NJPDES
BAYSHORE REGIONAL SEWERAGE AUTHORITY (BRSA)	NJ0024708
ABERDEEN WATER TREATMENT PLANT	NJ0034142
HOLMDEL CONVALESCENT CENTER	NJ0027529
PRUDENTIAL INSURANCE COMPANY	NJ0035718
REMINGTON'S RESTAURANT	NJ0031674
VILLAGE SCHOOL	NJ0027031
TOWNSHIP OF MIDDLETOWN SEWERAGE AUTHORITY (TOMSA)	NJ0025356
MONMOUTH COUNTY BAYSHORE OUTFALL AUTHORITY (MCBOA)	NJ0024694
COLTS NECK INN AND RESTAURANT	NJ0031771
NAVAL WEAPONS STATION EARLE	NJ0023540
MANASQUAN RIVER REGIONAL SEWERAGE AUTHORITY (MRRSA)	NJ0028142 OCUA STP Mantoloking
TWO RIVERS WATER RECLAMATION AUTHORITY (TRWRA)	NJ0026735
LONG BRANCH SEWERAGE AUTHORITY (LBSA)	NJ0024783
ALLENTOWN BOROUGH WASTEWATER TREATMENT PLANT	NJ0020206
ROOSEVELT BOROUGH WASTEWATER TREATMENT PLANT	NJ0022918
ASBURY PARK WATER QUALITY CONTROL FACILITY	NJ0025241
SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY (SMRSA)	NJ0024562
TOWNSHIP OF NEPTUNE SEWERAGE AUTHORITY (TNSA)	NJ0024872
TOWNSHIP OF OCEAN SEWERAGE AUTHORITY (TOSA)	NJ0024520
WESTERN MONMOUTH UTILITIES AUTHORITY (WMUA)	NJ0023728
MARLBORO STATE PSYCHIATRIC HOSPITAL TREATMENT PLANT	NJ0022586

DISCHARGE TO GROUND WATER (DGW)	NJPDES
HOLMDEL CORPORATE CENTER	NJ0068993
PRUDENTIAL INSURANCE COMPANY	NJ0035718
GATEWAY NATIONAL RECREATION AREA AT SANDY HOOK	NJ0022314
COLTS NECK GOLF CLUB	NJ0137201
COLTS NECK HIGH SCHOOL	NJ0109355
CONOVER ROAD ELEMENTARY SCHOOL	NJ0137715
DUE PROCESS GOLF COURSE	NJ0105759
MANOR AT COLTS NECK	NJ0157058
(FORMER) MERIDIAN SCHOOL	NJ0182966
RIVERVIEW ASSISTED LIVING FACILITY	NJ0133451
ROJEN COMMERCIAL CENTER	NJ0109029
SHADOW ISLE GOLF CLUB	NJ0147109
ANGLE IN MOBILE HOME PARK	NJ0061824
ORCHARD ESTATES	NJ0142115
ALLENTOWN CAGING (MICHAEL COIRO BUILDING)	NJ0162370
ASHFORD ESTATE	NJ0179990
BEACON HILL	NJ0105228
CHARLESTON SPRINGS GOLF COURSE	NJ0133353
FROGBRIDGE DAY CAMP	NJ0133710
HOLMES CORNER SHOPPING CENTER	NJ0136573
LAUREL POND RV AND CAMPING RESORT	NJ0133698
MCDONALD'S RESTAURANT	NJ0137804
MILLSTONE TOWNSHIP ELEMENTARY SCHOOL	NJ0103268
MILLSTONE TOWNSHIP MIDDLE SCHOOL	NJ0162591
WAWA #909	NJ0140767
ECONO LODGE HOTEL	NJ0074977
BRUNSWICK COUNTRY LANES	NJ0087297
MONMOUTH BATTLEFIELD STATE PARK TREATMENT PLANT	NJ0091219

SANITARY SUBSURFACE DISPOSAL (T1)	NJPDES
CEDAR DRIVE SCHOOL	NJG0108961
COLTS NECK REFORMED CHURCH	NJG0176486
COLTS NECK SHOPPING CENTER	NJG0085341
COLTS NECK TOWN PLAZA	NJG0136166
CONOVER ROAD PRIMARY SCHOOL	NJG0108979
DELICIOUS ORCHARDS	NJG0101222
VILLAGE INN	NJG0158631
ANGLE IN MOBILE HOME PARK	NJG0089630
EDGE OF TOWN RESTAURANT	NJG0134295
LUCHENTO'S RESTAURANT	NJG0135194
NEW JERSEY CHRISTIAN ACADEMY	NJG0138061

Legend

- Allentown wwtp Service Area
- Asbury Park wwtp Service Area
- Bayshore Regional Sewerage Authority (BRSA) Service Area
- Earle Service Area
- Fort Hancock wwtp Service Area
- Long Branch Sewerage Authority (LBSA) Service Area
- Manasquan River Regional Sewerage Authority (MRRSA) Service Area (conveyance only)
- Roosevelt wwtp Service Area
- Southern Monmouth Regional Sewerage Authority (SMRSA) Service Area
- Township of Neptune Sewerage Authority (TNSA) Service Area
- Township of Middletown Sewerage Authority (TOMSA) Service Area
- Township of Ocean Sewerage Authority (TOSA) Service Area
- Two Rivers Water Reclamation Authority (TRWRA) Service Area
- Western Monmouth Utility Authority (WMUA) Service Area
- Non-discharge area
- DSW, DGW or T1
- Wastewater Managment Plan (WMP) planning area bounary
- CAFRA Area
- Municipal boundaries
- Water bodies
- Ocean County water quality management boundary
- Watershed Management Areas
- Major Roads



0 5,000 10,000 20,000 Feet

1 in = 7,000 feet

Prepared By:
Monmouth County Planning
Hall of Records Annex
1 East Main St
Freehold, NJ 07728
(732) 431-7460

February 21, 2012
Revised March 22, 2013 - per NJDEP comments

Adopted by the New Jersey Department of Environmental Protection on April 11, 2013

Proposed SSA by Utility Authority

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NJDEP Map Notes

Locations of future pump stations, major interceptors, and trunk sewers are being provided for general information only and will not serve as the basis for any future consistency determinations or permit reviews unless the pump station, major interceptor or trunk sewer is part of a State or federally funded project.

Per NJDEP directive, any pumpout facility for a marine sanitation device located at a marina shall discharge collected wastewater to the same treatment works as the land based sewage generating structures of the marina, and such connection is deemed consistent with this wastewater management plan.

Pursuant to N.J.A.C. 7:15, Riparian zones are: 300 feet from top of bank (or centerline of a first order stream where no bank is apparent) for waters designated as Category One and all upstream tributaries within the same HUC 14; 150 feet for waters designated Trout Production and all upstream waters; 150 feet for water designated Trout Maintenance and all upstream waters within one linear mile as measured along the length of the regulated water; 150 feet for any segments of water flowing through an area that contains documented habitat for a threatened or endangered species of plant or animal, which is critically dependent on the surface water body for survival, and all upstream waters (including tributaries) within one linear mile as measured along the length of the surface water body; 150 feet for waters that run through acid-producing soils, and; 50 feet for all waters not designated as C1, trout waters, critically water dependent Threatened and/or Endangered Species Habitat, or associated with acid soils.

Surface waters that are designated Category One are listed in the Surface Water Quality Standards at N.J.A.C. 7:9B. The Department's "Surface Water Quality Standards" GIS data layer was utilized to determine these waters. The applicable 300 foot buffer has been applied to these waterways and removed from the proposed sewer service areas on the mapping. Lesser width buffers have not been graphically removed from the sewer service area but are not proposed for sewer service. [Counties may map out the lesser with buffers also but the 300' buffers are the minimum, the lesser buffers are removed during the build-out analysis.] Jurisdictional determinations by the Department will be utilized to determine the extent of the sewer service area on individual lots.

Furthermore, compliance with the riparian zone standard has been demonstrated by the adoption of municipal Riparian Corridor Ordinances, which have been updated to be in compliance with the Flood Hazard Control Act Rules (N.J.A.C. 7:13) and Water Quality Management Rules (N.J.A.C. 7:15). See municipal chapters for additional information.

All existing, new, or expanded industrial pretreatment facilities requiring Significant Indirect User (SUI) permits and/or Treatment Works Approvals, and which are located within the specified sewer service area, are deemed to be consistent.

Pre-existing grant conditions and requirements (from Federal and State grants or loans for sewerage facilities) which provide for restriction of sewer service to environmentally sensitive areas, are unaffected by adoption of this WMP and compliance is required. Please see municipal WMP Chapters for the existence of any applicable environmentally sensitive areas in which Federal 201 grant limitations prohibit the extension of sewer service.

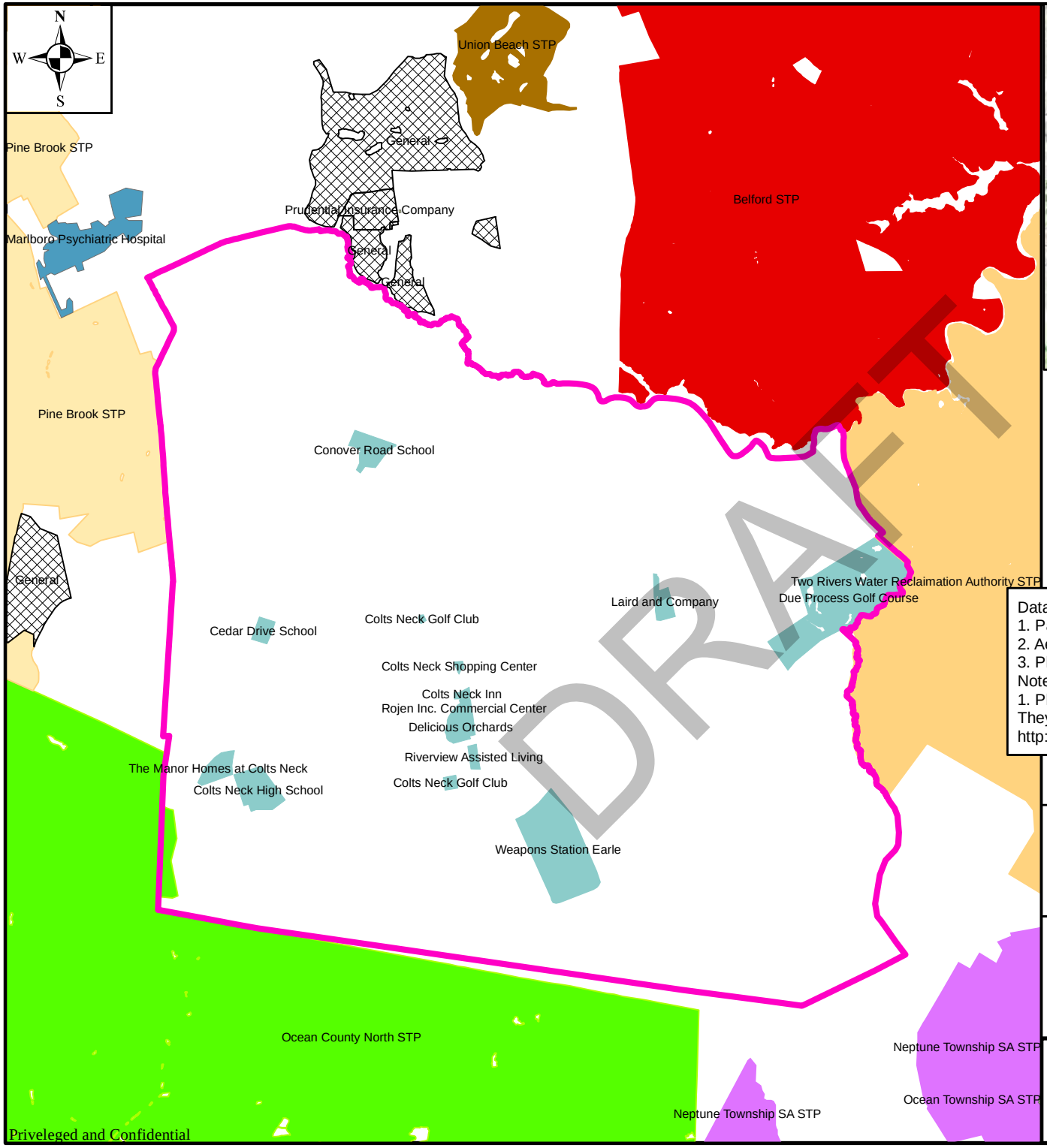
Individual subsurface sewage disposal systems (ISSDS) for individual residences can only be constructed in depicted sewer service areas if legally enforceable guarantees are provided, before such construction, that use of such systems will be discontinued when the depicted sewer service becomes available. This applies to ISSDS that require certification from the Department under the Realty Improvement Sewerage and Facilities Act (NJSA 58:11-23) or individual Treatment Works Approval or New Jersey Pollutant Discharge Elimination System Permits (under NJAC 7:14A). It also applies to ISSDS which require only local approvals. Compliance with the connection requirement has been demonstrated through adoption of municipal and/or sewerage authority ordinances. See municipal chapters for additional information.

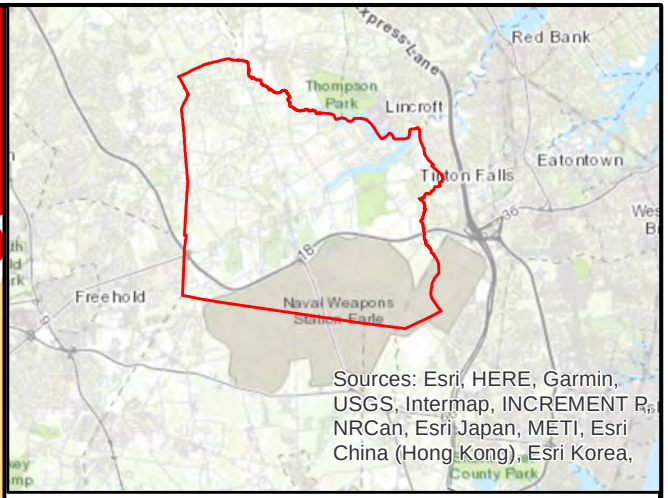
Development in areas mapped as wetlands, flood prone areas, suitable habitat for endangered and threatened species as identified on the Department's Landscape Maps of Habitat for Endangered, Threatened and Other Priority Wildlife as Rank 3.4. and 5, Natural Heritage Priority Sites, riparian zones, steep slopes, or designated river areas may be subject to special regulation under Federal or State statutes or rules, and interested persons should check with the Department for the latest information. Depiction of environmental features shall be for general information purposes only, and shall not be construed to define the legal geographic jurisdiction of such statutes or rules

Areas located within the watershed of a Freshwater One (FW1) stream, as classified in the Surface Water Quality Standards, and/or that have Class 1-A ground water (Ground Water of Special Ecological Significance), as classified in the Ground Water Quality Standards, are identified as "Non-degradation water area based on the Surface Water Quality Standards at N.J.A.C. 7:(B, and/or the Ground Water Quality Standards at N.J.A.C. 7:9-6". Where this requirement has been studied and reviewed as part of the WMP process this classification appears on Map #3. Non-degradation water areas shall be maintained in their natural state (set aside for posterity) and are subject to restrictions including, but not limited to, the following: 1) DEP will not approve any pollutant discharge to ground water nor approve any human activity which results in a degradation of natural quality except for the upgrade or continued operation of existing facilities serving existing development. For additional information please see the Surface Water Quality Standards at N.J.A.C. 7:9B, and/or the Ground Water Quality Standards at N.J.A.C. 7:9-6.

Proposed developments tying into existing and proposed sewer service areas which require coastal permits must demonstrate compliance with all applicable sections of the Coastal Zone Management rules including, but not limited to, Wetlands (N.J.A.C. 7:7E-3.27), Wetlands Buffers (N.J.A.C. 7:7E-3.28), Endangered or Threatened Wildlife or Vegetation Species Habitat (N.J.A.C. 7:7E- 3.38), Secondary Impacts (N.J.A.C. 7:7E-6.3), Public Facility Use Policies (N.J.A.C. 7:7E-7.6), Water Quality (N.J.A.C. 7:7E-8.4), Ground Water Use (N.J.A.C. 7:7E-8.6) and the policies under General Land Areas rules, Subchapters 5, 5A, and 5B.

New Jersey's Coastal Zone Management Program generally prohibits new development on beaches, dunes and in coastal high hazard areas; therefore, any of these areas previously included in sewer service areas were removed. Existing lawful development that is already connected to the wastewater treatment works remains consistent with this wastewater management plan. New development necessary to support the Department's public access policies for which there is no alternative location as demonstrated by a CAFRA permit issued by the NJDEP under N.J.S.A. 13:19-1 et seq., will also be considered consistent with this wastewater management plan.





Site Location Map

1 inch = 25,000 feet

Legend

Colts Neck Township Boundary

Data Sources
1. Parcel boundary rendered from Monmouth County Tax Parcel Data
2. Aerial Imagery from 2015 National Ag. Imagery Program Mosaic
3. Planning Area data aquired from NJ Dept. of State/GIS Data

Notes
1. Planning areas do not contain specific regulations or requirements. They are to be used as a guide for future development. http://www.nj.gov/state/planning/spc-state-plan.html

NewFields
22 West Street
Red Bank, NJ 07701
Tel: 732-224-7066
www.newfields.com

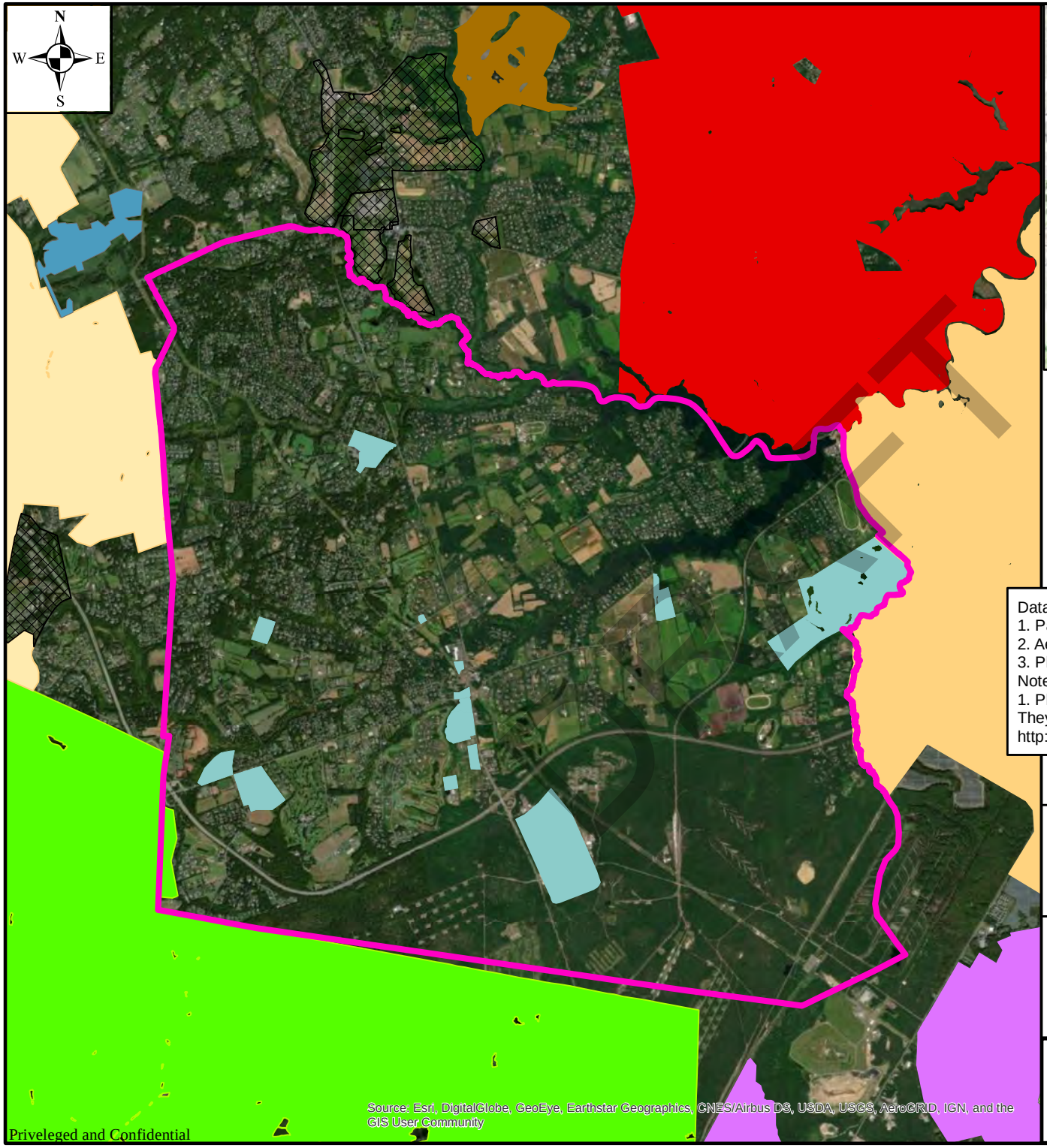
Figure 2
Colts Neck Water Quality Management Areas -2018
Colts Neck, Monmouth County, New Jersey

0 2,500 5,000 10,000 15,000 Feet

1 in = 6,500 ft

Date: 6/9/2022

Priveleged and Confidential



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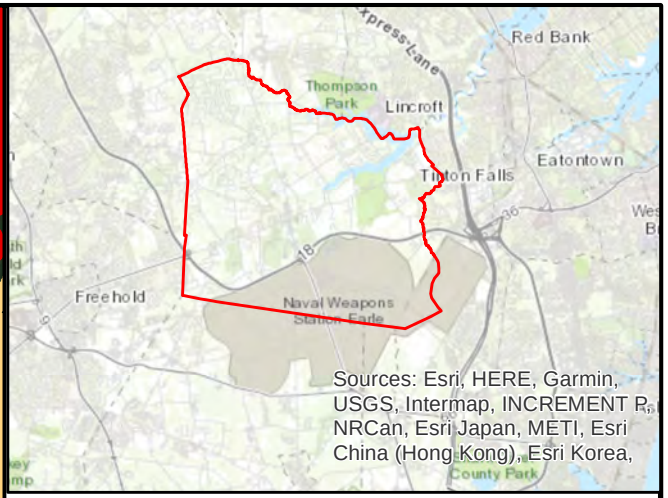

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NewFields
22 West Street
Red Bank, NJ 07701
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Figure 3
Colts Neck Water Quality Management Areas -2018
Colts Neck, Monmouth County, New Jersey

0 2,500 5,000 10,000 15,000
Feet

1 in = 6,500 ft

Date: 6/9/2022

CV of
David Puchalski, PE

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David C. Puchalski, LSRP, PE

Project Director / Partner

22 West Street
Red Bank, New Jersey 07701
dpuchalski@newfields.com
Phone: (732) 224-7066

Experience Summary

Mr. Puchalski is a partner with NewFields in the Red Bank New Jersey office. Mr. Puchalski has over 34 years of experience in the environmental field, specializing in environmental investigations and the design, construction, and operation of treatment systems for soil, groundwater, sediment, sludge, and vapor media. Mr. Puchalski provides engineering support combining engineering theory, fluid flow theory, geology, modeling experience, and practical operational expertise developed while supporting hundreds of remediation projects. Mr. Puchalski routinely utilizes his construction and operational experience to assess realistic life cycle and net present value costs associated with various remedial alternatives as well as strategic alternatives to minimize liability. Utilizing pre-established client objectives and liability-based remediation goals, Mr. Puchalski provides his clients with an accurate assessment of liability costs to assist in determining the most effective project plan.

Mr. Puchalski's background also includes all forms of environmental sampling, including vapor, air sampling, soils, sediments, biota, civil engineering design, and field construction experience with municipal landfills, and commercial and residential building projects multi-story office structures and single-family homes.

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Project Experience/Summary

New Jersey Licensed Site Remediation Professional– Direct Regulatory Oversight

New Jersey's Site Remediation Reform Act (SRRA) set forth sweeping changes to the way in which sites are remediated in New Jersey. SRRA established timelines for reporting, investigation, and remediation obligations for all responsible parties. To achieve each goal, SRRA created a category of remediation professionals known as Licensed Site Remediation professionals (LSRP). LSRPs "step into the shoes" of the Department of Environmental Protection (Department) to oversee the remediation of contaminated sites. SRRA requires that the LSRP comply with all remediation statutes and rules and consider Department-developed guidance when making remediation decisions.

Mr. Puchalski has managed 25 sites as the LSRP of record over the past 12 years. His projects have undergone third-party review and comments by independent LSRPs, and he has conducted technical review consultations with the NJDEP. In addition, Mr. Puchalski has provided LSRP technical review opinion papers on two projects, evaluating the assumptions and data evaluation of other LSRPs.

Water Supply Project

Fairchild Air Force Base, Washington. Mr. Puchalski assisted the project team in preparing a preliminary alternatives analysis to address fire-fighting foam chemicals with the groundwater near the base. Mr. Puchalski drew upon his experience treating groundwater contaminants as well as experience designing, permitting, and constructing private water supply projects for large development projects in New Jersey. Each development project included a non-public water supply system for several hundred homes and multiple golf courses in Mercer, Middlesex, and Cape May counties.

Water Treatment for Various Public Water Suppliers. Mr. Puchalski has coordinated the design, construction, and operation of short-term water treatment projects for multiple public water systems within the New York and New Jersey areas. At several sites, an industrial client is contacted by a public water system and identified as the probable source of chemical contamination in a water supply well. Mr. Puchalski has assisted the water supplier and the client in providing water treatment units including granular activated carbon vessels, air stripping systems, supplemental filtration units, water handling, and booster pump systems.

Sanitary Sewer Design and Optimization

Industrial Facility Transition from Septic to Sanitary Sewer, Moorestown, New Jersey. Mr. Puchalski was the PE of record for the design, permitting and construction management for the transition of three independent industrial facilities to connection to the local sanitary sewer system. Design details included flow evaluations, existing site conditions surveys and connection evaluations. Each facility included independent pump stations and integrated potable water controls to a common connection point within the right-of-way. Permitting included amendment of the Water Quality Management Plan and local approvals. Final project work included removing the existing onsite sanitary sewer components and post-removal soil sampling.

Sanitary Sewer Pump Station Design Engineer, Plainsboro, New Jersey. Mr. Puchalski was the principal design engineer for multiple sanitary sewer pump stations for a large single-family home subdivision. Design details include equipment specifications, electrical instrumentation, remote monitoring instruments and project specifications. Responsibilities included design drawings, calculations, and a comprehensive design report to support a Planning Board application and Water Quality Management Plan amendments.

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Construction Management

Demolition of Bulk Oil Storage Facility and Pipeline –West Boylston Ma. Mr. Puchalski was the Project Engineer for the demolition of a bulk oil storage terminal and 23-mile refined oil supply pipeline. The demolition included the removal of all above ground tanks, tank support structures and product lines. Unique sections of the oil supply pipeline were removed as required by the access agreements from individual property owners and local requirements. The project included the coordination of multiple work crews, as well as continuous interaction with third party utilities such as cable communications, water supply pipe crossings, sanitary sewer pipe crossings, natural gas supply lines and railroads. The project was very complex but was completed safely and on time.

Demolition of Bulk Oil Storage Facility and Pipeline –Fall River Ma. Mr. Puchalski was the Project Engineer for the demolition of a marine bulk oil storage terminal and 8-miles of refined oil supply pipeline. The demolition included the removal of all above ground tanks, tank support structures and product lines. Unique sections of the oil supply pipeline were removed as required by the access agreements from individual property owners and local requirements. The project included the coordination of multiple work crews, as well as continuous interaction with third party utilities such as cable communications, water supply pipe crossings, sanitary sewer pipe crossings, natural gas supply lines and railroads.

Construction Management Experience. Mr. Puchalski provided Quality Assurance/ Quality Control management for the construction of a 300-home subdivision and two golf courses in Mercer County, New Jersey. Project responsibilities included 7-day, 14 day and 28-day project scheduling, contractor cost- payment loading, project permitting and contractor scheduling.

Remediation System Design, Installation and Operation in New Jersey

Soil Vapor Extraction and Groundwater Treatment System, Sicklerville, New Jersey. Mr. Puchalski was the PE of record for the design of a soil vapor extraction system including catalytic oxidation followed by Granular Activated Carbon. The site also included groundwater and separate phase recovery with air stripping, solids removal and granular activated carbon treatment technology. The system addressed gasoline that was released from a retail service station. The gasoline plume was identified in a municipal supply well which caused the well to be shut down. Within 7 years of the identification of the release, the free NAPL and dissolved contaminants were removed, and the CEA was removed from the site.

NAPL Recovery and Groundwater Treatment System, Edgewater, New Jersey. Mr. Puchalski was the PE of record for the design of a NAPL and groundwater, total fluids recovery system to address various fuel oils that were released prior to and during the operation of a bulk oil terminal. The system includes suction recovery pumps, an

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oil water separator system, solids removal, lead adsorptive media and a granular activated carbon system.

Soil Vapor Extraction and Air Sparge System – Offsite Plume Toms River, New Jersey. Mr. Puchalski was the PE of record for the design and construction of a combined SVE and Air Sparge system to address a gasoline plume that had traveled approximately 700 feet downgradient (off-site) of a retail gasoline station. The system was constructed within a rented residential garage along with a building expansion.

Portfolio Management and Strategic Planning

NOAA NRD Assessment of the BP MC252 Oil Spill. Mr. Puchalski has led several NRD investigation field teams across the Gulf States to investigate the damages from the MC252 Oil Spill. Mr. Puchalski has captured environmental samples for the Forensic Oil/ Tiger Team Workplan, the Submerged Aquatic Vegetation Workplans, the Submerged Oil Fall 2010 Workplan, the Submerged Oil 2011 Workplan, the Marsh Edge Sandy Shore Workplan. Mr. Puchalski has also responded to unique incidents including three "fish-kill" events in Louisiana and field investigation of two new hydrocarbon release sites. Mr. Puchalski has also provided field training, classroom training and peer training for multiple field teams and multiple workplans.

Remedial Investigation and Remedial Alternative Specialist. Mr. Puchalski provided technical review and project planning support to a Fortune 50 gasoline retailer for a portfolio of over 300 active hydrocarbon projects in New Jersey, New York, Pennsylvania, and Massachusetts. Mr. Puchalski was a key member of a technical review team that conducted scheduled critical reviews of all projects within the portfolio. The project team included the client representative, the local environmental consultant, Mr. Puchalski, and a risk assessment specialist. The reviews focused on establishing performance based remedial goals which could be defined and discussed with the various state regulators. Specific 6-month, 12-month and 24-month remedial investigation and remedial action tasks would be defined for each project as well as probabilistic cost estimates. Multiple remedial technologies were evaluated including pump-and-treat systems, soil vapor extraction, insitu chemical oxidation techniques, enhanced bioremediation techniques and complimentary systems, which combined technologies and remedial equipment.

Life Cycle Liability Evaluations. Uncertainty evaluator and cost estimator for the Northeast portfolio of a Fortune 50 retail-gasoline marketer. Mr. Puchalski provides technical review and decision support regarding allegations of "new" environmental contamination at various retail gasoline service stations in the Northeast United States. The client has purchased several service stations from a previous operator who is contractually responsible for pre-sale contamination. Mr. Puchalski's role includes review and technical evaluation of the merit of each allegation of "new" contamination and the life cycle cost impact of a new release to the client.

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Hazardous Waste Management & Environmental Engineering

Remedial Investigation/ Feasibility Study/ Remedial Alternative Analysis. Mr. Puchalski was the lead investigator and project manager for an agency mandated feasibility study at a historic pipeline release. A catastrophic pipeline release occurred in the late 1980s in an isolated farmland area. Several interim remedial actions were completed including land-farming of soils, NAPL skimming and the installation of two separate pump-and-treat systems. As residential development encroached upon the release area, volatile organic chemicals were identified in several potable supply wells indicating the interim remedial actions had not decreased the size of the dissolved VOC plume. The state agency mandated a complete review of the remedial investigation data and preparation of a comprehensive feasibility study report to define the most effective remedial alternative for the remaining dissolved VOC plume. Over a 12-month period, NewFields identified and delineated a previously unknown large NAPL plume and conducted several feasibility tests including pumping tests, NAPL recovery tests, low vacuum and high vacuum dewatering tests and laboratory studies of NAPL degradation and biodegradation to address the NAPL source area. A Remedial Investigation and Feasibility Study was unconditionally approved by the agency. The FS recommended a focused groundwater pump-and-treat system including a combination of groundwater recirculation and surface water discharge of treated effluent.

Superfund Project Design. Prepared 30%, 60%, 90% and 100% design documents for a soil vapor extraction and dewatering system Superfund project. Also prepared construction and engineering submittal drawings and details. Onsite tasks included system start-up, debugging and operational efficiency certification. Project was completed on-time and on budget based on a fixed-price, design-build contract.

Remedial Alternative Design Specialist – New York Regions 1, 2 and 3. Over several years, Mr. Puchalski provided technical review and project planning support to a Fortune 50 gasoline retailer for a portfolio of over 100 active hydrocarbon projects in the downstate New York regions. Mr. Puchalski was a key member of a technical review team that conducted scheduled critical reviews of all projects within the portfolio. The project team included the client representative, the local environmental consultant, Mr. Puchalski, and a risk assessment specialist. The reviews focused on establishing performance based remedial goals which could be defined and discussed with the various state regulators. Specific 6-month, 12-month and 24-month remedial investigation and remedial action tasks would be defined for each project as well as probabilistic cost estimates. Mr. Puchalski attended all NYDEC and NYCDEP project meetings with the client representative and the environmental consultants to assist in maximizing the client budget and optimizing any remedial actions.

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Sediment Management and Dredging

Engineering Analysis and Treatability Study Manager – Yosemite Slough Superfund Project, San Francisco Ca. Mr. Puchalski directed the sediment treatability studies for the Yosemite Slough sediment remediation project. The mouth of the Slough immediately abuts Hunter's Point Area F sediment remediation site, adding complexity to the project. Mr. Puchalski provides engineering support to the public agencies that have been named as PRPs by the EPA.

Sediment Dredge Management and Treatment – Port of Niteroi, Rio de Janeiro, Brazil. Mr. Puchalski coordinated the design, treatability, specification, bidding, and contractor selection for a multi-mile sediment dredging project which included approximately 35% contaminated sediments and 65% normal dredge sediments. Mr. Puchalski coordinated the treatment of impacted sediments via passive dewatering, geotextile bags with all sediments ultimately being disposed in certified landfills.

Oily Wastewater Treatment System Design, Construction and Operation

Oily-Wastewater Treatment System, Elizabeth, New Jersey. Mr. Puchalski was the PE of record for the design, permitting and construction of an oily-wastewater treatment system at a permitted used oil recycling facility that processes 23 to 28 million gallons of used oil and 20 to 28 million gallons of oily-wastewater. The treatment system combines emulsion breakers, heat, equalization, grit removal, chemical coagulation, dissolved air flotation, filtration, granular activated carbon adsorption, solids thickening, equalization, and recirculation. The oil source materials and process streams vary frequently and widely, requiring frequent adjustments to the chemical balance and system operations.

Recovered Process Water and Groundwater Remediation, Glen Gardner, New Jersey. Mr. Puchalski was the PE of record for the design, permitting and construction of a wastewater treatment system that combines recovered tank bottom water, off spec pipeline transport oils and a groundwater remediation system for an electric utility generator in New Jersey. The treatment system includes oil separation, equalization, chemical coagulation and precipitation, solids filtration, bio-carbon treatment, standard granular activate carbon adsorption, solids thickening, equalization, and recirculation.

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Certifications and Professional Affiliations

Licensed Site Remediation Professional – New Jersey

Licensed Professional Engineer - New Jersey, New York, and Pennsylvania in Civil Engineering discipline.

New Jersey Certified Subsurface Evaluator.

New Jersey Licensed Industrial Wastewater Treatment Operator (retired).

New Jersey Licensed Well Driller and Licensed Pump Installer.

40 Hour OSHA HAZWOPER Certified, Supervisor Training, Process Safety Management and Confined Space Certifications with 8-hour Annual Certifications

Education and Training

Louisiana State University, Baton Rouge, LA, B.S. Petro-Chemical Engineering, June 1984

Instructor – *Regulatory Training in Underground Storage Tanks for NJDEP Certifications*, Montclair State University and Continuing Professional Education Service.

Extractable Petroleum Hydrocarbons and Alternative NAPL Standard, Montclair State University and Continuing Professional Education Service.

NJDEP Extractable Petroleum Hydrocarbon (EPH) Technical Subcommittee Team Member.

Employment History

January 2000 to Present, Project Director/ Partner, NewFields Princeton LLC, Red Bank, NJ

Sept. 1993 to December 1999, Corporate Engineering Manager, Handex Environmental, Morganville, NJ

April 1990 to August 1993, Manager of Engineering Services, Groundwater and Environmental Services, Wall, NJ

Nov. 1987 to March 1990, Design Engineer / Field Team Leader, Van Note Harvey Associates, Princeton, NJ

June 1984 to September 1987, Directional Drilling Engineer, Exploration Logging Services/ Baker Hughes, Lafayette, LA

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Expert Testimony since 2016

Mr. Puchalski has provided expert support for the following cases.

Commonwealth of Pennsylvania, etc. v. ExxonMobil Corporation et al.
US District Court Southern District of New York, Case No. 1:14-cv-06228
MDL 1358, January 2022, Defendant's expert.

Consolidated Edison Company of New York, Inc. v. Brooklyn Union Gas d/b/a National Grid New York, et al.,
New York Superior Court, Case No. 20-CV-400 (KAM) (MMH), February 2022,
Plaintiff's expert.

Lionetti Associates, LLC d/b/a Lorco Petroleum Services v. Teva Environmental Consultants, LLC
Essex County Superior Court, New Jersey, Docket No. ESX L-6739-19
February 2020, Plaintiff's expert.

Liberty Storage LLC v Metro Realty Corporation, et.al.
Hudson County Superior Court, New Jersey, Docket No. HUD-L3310-13
February 2016, Plaintiff's expert.

Publications

Mr. Puchalski has not published any scientific papers or technical articles in the past 10 years.

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2. Planning Board Resolution

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TOWNSHIP OF COLTS NECK PLANNING BOARD

RESOLUTION ADOPTING AN AMENDED THIRD ROUND HOUSING PLAN ELEMENT & FAIR SHARE PLAN ON _____

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board of the Township of Colts Neck, County of Monmouth, State of New Jersey (the "Board"), held a public hearing on a proposed Third Round Housing Plan Element and Fair Share Plan on _____; and

WHEREAS, On March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from the Council on Affordable Housing (COAH) to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, on June 12, 2015, the Township submitted a Declaratory Judgment Action to the New Jersey Superior Court; and

WHEREAS, upon the conclusion of the public hearing, the Board determined that the proposed Third Round Housing Plan Element and Fair Share Plan are consistent with the goals and objectives of the Township of Colts Neck' Master Plan, will guide the use of lands in the municipality in a manner which protects public health and safety and promotes the general welfare in accordance with N.J.S.A. 40:55D-28, and are designed to achieve and the adoption and implementation of the proposed Third Round Housing Plan Element and Fair Share Plan will achieve access to affordable housing to meet present and prospective housing needs in accordance with N.J.S.A. 52:27D-310;

NOW THEREFORE BE IT RESOLVED, by motion duly made and seconded, that the Planning Board of the Township of Colts Neck, County of Monmouth, State of New Jersey, hereby adopts the amended Third Round Housing Plan Element and Fair Share Plan which shall have be revised to correct the names and titles of Township and Board officials and to insert _____ as the adoption date.

I hereby certify that this is a true copy of the resolution adopting the amended Housing Plan Element and Fair Share Plan of the Township of Colts Neck, County of Monmouth on _____, 2022.

_____

_____, Board Secretary

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3. Governing Body Resolution

TOWNSHIP OF COLTS NECK

RESOLUTION No. _____

RESOLUTION ENDORSING THE THIRD ROUND HOUSING PLAN ELEMENT AND FAIR SHARE PLAN AND AUTHORIZING AND DIRECTING SUBMISSION OF THE PLANS TO THE SUPERIOR COURT, LAW DIVISION

WHEREAS, On March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from the Council on Affordable Housing (COAH) to designated Mount Laurel trial judges within the Superior Court; and

WHEREAS, on June 12, 2015, the Township submitted a Declaratory Judgment Action to the New Jersey Superior Court; and

WHEREAS, the Colts Neck Township Planning Board adopted on _____ a Third Round Housing Plan Element and Fair Share Plan as being consistent with the goals and objectives of the Township of Colts Neck Master Plan, as guiding the use of lands in the municipality in a manner which protects public health and safety and promotes the general welfare in accordance with N.J.S.A. 40:55D-28, and as achieving access to affordable housing to meet present and prospective housing needs in accordance with N.J.S.A. 52:27D-310;

WHEREAS, COAH's Prior Round rules at N.J.A.C. 5:91-2.2(a), requires that the Township Committee endorse the Third Round Housing Element and Fair Share Plan adopted by the Planning Board.

NOW THEREFORE, BE IT RESOLVED the Township Committee of the Township of Colts Neck, Monmouth County, State of New Jersey, hereby endorses the Housing Element and Fair Share Plan as adopted by the Planning Board on _____.

I, _____, Township Clerk of the Township of Colts Neck, County of Monmouth and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee at a meeting held on _____, 2022.

_____
_____, RMC, Township Clerk

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4. Housing, Demographic & Employment Analysis

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DEMOGRAPHIC, SOCIO-ECONOMIC, HOUSING STOCK, CONSTRUCTION AND FORECASTS ANALYSIS

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DEMOGRAPHIC ANALYSIS

Population data in this section relies upon the decennial U.S. Census and the latest 5-Year American Community Survey (2018). It has been several years since the last decennial census count, and the ACS provides more recent information on population and households.

Table 1, Population Trends 1930-2010 and 2018, shows that Colts Neck Township had a population of 9,948 persons in 2018, a 1.9% decrease from the 2010 census number of 10,142 persons. The County also experienced a decline of 1.1% in 2010-2018 period compared to an increase of 1% in the State during the same time. The Township experienced its largest population growth 1960-1970 decade when the population experienced an increase of 167.3% followed by the decade between 1940-1950 when population grew by 54.1%. Both the County and the State experienced their highest growth during the 1950-1960 decade of 48.4% and 25.5% respectively. The Township's population decline of 17.8% in 2000-2010 was not reflected in the County or the State, where population grew by 2.5% and 4.5% respectively, even though the growth was slower than previous decades.

Table 1: Population Trends in Colts Neck Township, Monmouth County and New Jersey, 1930 to 2010, and 2018

Year	Colts Neck Township			Monmouth County			New Jersey		
	Persons	Change		Persons	Change		Persons	Change	
		Number	Percent		Number	Percent		Number	Percent
1930	1,241			147,209			4,041,334		
1940	1,177	-64	-5.2%	161,238	14,029	9.5%	4,160,165	118,831	2.9%
1950	1,814	637	54.1%	225,327	64,089	39.7%	4,835,329	675,164	16.2%
1960	2,177	363	20.0%	334,401	109,074	48.4%	6,066,782	1,231,453	25.5%
1970	5,819	3,642	167.3%	461,849	127,448	38.1%	7,168,164	1,101,382	18.2%
1980	7,888	2,069	35.6%	503,173	41,324	8.9%	7,364,823	196,659	2.7%
1990	8,559	671	8.5%	553,124	49,951	9.9%	7,730,188	365,365	5.0%
2000	12,331	3,772	44.1%	615,301	62,177	11.2%	8,414,350	684,162	8.9%
2010	10,142	-2,189	-17.8%	630,380	15,079	2.5%	8,791,894	377,544	4.5%
2018	9,948	-194	-1.9%	623,387	-6,993	-1.1%	8,881,845	89,951	1.0%

Data Sources: U.S. Census Bureau, 2000 and 2010 Decennial Census Dataset SF-1, Table P012 and 2018 ACS Table S0101; New Jersey Department of Labor and Workforce Development, New Jersey State Data Center 1990 Census, Table 6. New Jersey Resident Population by Municipality: 1930 – 1990

Table 2, Population by Age and Sex, shows the population cohorts in Colts Neck Township in 2018. Overall, there was a higher proportion of female population (51.6%) than male (48.4%). The most populous age cohort was 35-54 years with 27.9% of Colts Neck residents in 2018, with more females than males. The smallest age cohort was the Under 5-year old with only 5.1% of the total population with approximately equal number of male and female population. The second smallest age cohort was the 20-34 years

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(12.6%), with more male population (6.8%) compared to the females (5.8%). The median age in Colts Neck was 45.6 years, with the median age of the female population (46.0 years) being higher than the male population (45.2 years).

Table 2: Population by Age and Sex in Colts Neck Township, 2018

Age Group	Total Persons		Male Population		Female Population	
	Number	Percent	Number	Percent	Number	Percent
Under 5	510	5.1%	276	2.8%	234	2.4%
5 – 19	2,452	24.6%	1,147	11.5%	1,305	13.1%
20 – 34	1,256	12.6%	677	6.8%	579	5.8%
35 – 54	2,777	27.9%	1,252	12.6%	1,525	15.3%
55 – 64	1,579	15.9%	768	7.7%	811	8.2%
65 +	1,374	13.8%	692	7.0%	682	6.9%
Total	**9,948**	**100.0%**	**4,812**	**48.4%**	**5,136**	**51.6%**
Median Age	**45.6**		**45.2**		**46.0**	

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S0101

Table 3, Population Change by Age, shows the changes in population cohorts between 2010 and 2018 in Colts Neck Township. The most populous age cohort in 2018 continued to be the 35-54 years (27.9%), in spite of a decrease of 17.1% from the 2010 population (33%). The largest increase in population was in the 20-34-year age cohort, where the population grew by 29%, from only 9.6% of the total population in 2010 to 12.6% of the total population in 2018. This was followed by the Under 5-year age cohort, where the population grew by 20.9%, increasing from 4.2% in 2010 to 5.1% in 2018. The largest decrease in population was in the 35-54-year old cohort where the population decreased by 17.1%. The median age of Colts Neck increased by 2.0 years in the decade, from 43.6 years in 2010 to 45.6 in 2018, reflected in the significant increases in the 20-34-year and 55-64-year old population.

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Table 3: Population Change by Age in Colts Neck Township, 2010 and 2018

Age Group	Total Persons, 2010		Total Persons, 2018		Change, 2010 - 2018	
	Number	Percent	Number	Percent	Number	Percent
Under 5	422	4.2%	510	5.1%	88	20.9%
5 – 19	2,706	26.7%	2,452	24.6%	-254	-9.4%
20 – 34	974	9.6%	1,256	12.6%	282	29.0%
35 – 54	3,349	33.0%	2,777	27.9%	-572	-17.1%
55 – 64	1,315	13.0%	1,579	15.9%	264	20.1%
65 +	1,376	13.6%	1,374	13.8%	-2	-0.1%
Total	**10,142**	**100.0%**	**9,948**	**100.0%**	**-194**	**-1.9%**
Median Age	**43.6**		**45.6**		**2.0**	

Data Source: U.S. Census Bureau, 2010 Census Table P012 and 2014-2018 5-Year American Community Survey, Table S0101

A household is defined by the U.S. Census Bureau as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. As a subset of households, a family is identified as a group of persons including a householder and one or more persons related by blood, marriage or adoption, all living in the same household.

In 2018, there were 3,262 households in Colts Neck, with an average of 3.03 persons per household, which was larger than the average household size in Monmouth County (2.64) and the State (2.71). 2-person households were the most common accounting for 32.6% of all households, followed by 3-person households (20.8%) and 4-person households (20.5%) of all households in Colts Neck. The average household size in owner-occupied units was higher than in renter-occupied units, also reflected in the trend at the County and the State levels. Overall, average owner-occupied households in the County (2.78) and the State (2.81) were smaller than in the Township (3.04). Similarly, average renter-occupied households in the County (2.25) and the State (2.52) were smaller than in Colts Neck (2.92).

Table 4: Comparison of Persons in Household for Colts Neck Township, Monmouth County and New Jersey, 2018

Household Size	Colts Neck Township		Monmouth County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
1-person household	432	13.2%	60,771	26.0%	829,344	25.8%
2-person household	1,064	32.6%	74,973	32.1%	993,884	30.9%
3-person household	680	20.8%	38,634	16.5%	563,347	17.5%
4-person household	668	20.5%	36,698	15.7%	499,857	15.6%
5-person household	252	7.7%	15,955	6.8%	211,654	6.6%
6-person household	166	5.1%	4,641	2.0%	70,952	2.2%
7-or-more-person household	0	0.0%	2,202	0.9%	44,324	1.4%
Total number of households	**3,262**	**100.0%**	**233,874**	**100.0%**	**3,213,362**	**100.0%**
Average Household Size: Total	**3.03**		**2.64**		**2.71**	
Average Household Size: Owner-occupied	3.04		2.78		2.81	
Average Household Size: Renter-occupied	2.92		2.25		2.52	

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables B25009 and B25010

In 2018, out of a total population of 9,948 persons, there were 9,890 persons in Colts Neck (99.4% of total population) living in 3,262 households. This was higher than the County and the State, where 99.0% and 97.9% of the total population lived in households respectively. 86.2% of the households in Colts Neck were family households (higher than the County and the State), of which the majority were husband-wife families (also higher than the County and the State). Only 13.8% of total the households in Colts Neck were non-family including persons living alone.

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The average household size (3.03 persons / household) in Colts Neck was smaller than the average family size (3.33 persons / family), similar to the trend in the County and the State. However, both average household and family size in the Township was larger than the County and the State.

Table 5: Persons by Household Type and Relationship for Colts Neck Township, Monmouth County and New Jersey, 2010

Household Type	Colts Neck Township		Monmouth County		New Jersey	
	Number	Percent	Number	Percent	Number	Percent
Total population	**9,948**	**100.0%**	**623,387**	**100.0%**	**8,881,845**	**100.0%**
In households	**9,890**	**99.4%**	**617,171**	**99.0%**	**8,697,059**	**97.9%**
Total Households	**3,262**	**100.0%**	**233,874**	**100.0%**	**3,213,362**	**100.0%**
Family households:	**2,811**	**86.2%**	**161,885**	**69.2%**	**2,222,368**	**69.2%**
Husband-wife family:	**2,430**	**74.5%**	**129,900**	**55.5%**	**1,646,548**	**51.2%**
With own children under 18 years	1,077	33.0%	52,536	22.5%	698,130	21.7%
No own children under 18 years	1,353	41.5%	77,364	33.1%	948,418	29.5%
Other family:	**381**	**11.7%**	**31,985**	**13.7%**	**575,820**	**17.9%**
Male householder, no wife present:	64	2.0%	8,670	3.7%	155,843	4.8%
With own children under 18 years	56	1.7%	3,538	1.5%	62,649	1.9%
No own children under 18 years	8	0.2%	5,132	2.2%	93,194	2.9%
Female householder, no husband present:	317	9.7%	23,315	10.0%	419,977	13.1%
With own children under 18 years	132	4.0%	10,677	4.6%	203,209	6.3%
No own children under 18 years	185	5.7%	12,638	5.4%	216,768	6.7%
Non-family households:	**451**	**13.8%**	**71,989**	**30.8%**	**990,994**	**30.8%**
Householder living alone:	**432**	**13.2%**	**60,771**	**26.0%**	**829,344**	**25.8%**
Average Household Size	**3.03**		**2.64**		**2.71**	
Average Family Size	**3.33**		**3.21**		**3.28**	

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables S0101 and DP02

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ANALYSIS OF SOCIO-ECONOMIC CHARACTERISTICS

Table 6 compares the educational attainment for Township, County, and State population over 25 years old as indicated in the 5-year American Community Survey 2014-2018. The Township had a much higher percentage of population with at a high school graduate or higher educational attainment (97.3%) compared to the County (93.2%) and the State (89.5%). Only 2.7% of the population had no high school diploma or less education, compared to 6.8% in the County and 10.4% in the State. Overall, a higher percentage of Colts Neck population over 25 years old was highly educated – 62.4% of Colts Neck population over 25 years old had a Bachelor's degree or higher, compared to 44.9% at the County and 38.9% at the State.

Table 6: Educational Attainment (of persons 25 years and over) for Colts Neck Township, Monmouth County and New Jersey, 2018

Education Level	Colts Neck Township		Monmouth County		New Jersey	
	Number	Percent	Number	Number	Percent	Number
Population 25 years and over	6,344	100.0%	435,048	100.0%	6,129,542	100.0%
Less than 9th grade	62	1.0%	11,794	2.7%	303,217	4.9%
9th to 12th grade, no diploma	107	1.7%	17,929	4.1%	337,896	5.5%
High school graduate (includes equivalency)	867	13.7%	104,602	24.0%	1,683,568	27.5%
Some college, no degree	890	14.0%	73,427	16.9%	1,019,736	16.6%
Associate's degree	462	7.3%	31,923	7.3%	401,069	6.5%
Bachelor's degree	2,037	32.1%	117,766	27.1%	1,457,910	23.8%
Graduate or professional degree	1,919	30.2%	77,607	17.8%	926,146	15.1%
High school graduate or higher	**6,175**	**97.3%**	**405,325**	**93.2%**	**5,488,429**	**89.5%**
Bachelor's degree or higher	**3,956**	**62.4%**	**195,373**	**44.9%**	**2,384,056**	**38.9%**

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S1501

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Table 7, Comparison of Income 2018, shows that persons, households and families in Colts Neck have, on average, higher incomes than in Monmouth County and the State. Colts Neck's median household income was about 170% of that in the County and more than 200% of that in the State. The median family income in the Township was about 18% higher than the median household income.

Table 7: Comparison of Incomes for Colts Neck Township, Monmouth County and New Jersey, 2018

Annual Income	Colts Neck Township	Monmouth County	New Jersey
Per Capita Income	$73,200	$48,959	$40,895
Median Household Income	$162,115	$95,699	$79,363
Mean Household Income	$221,407	$128,657	$110,140
Median Family Income	$191,738	$119,624	$98,047
Mean Family Income	$244,222	$153,271	$129,025

Data Source: U.S. Census Bureau, 2014-2018 American Community Survey, Table DP03

Table 8, Comparison of Household Income 2018, shows that 69.8% of Colts Neck's households have an income over $100,000 compared to 47.9% of households in the County and 40.2% of households in the State. Households with less than a $50,000 income comprise only 16.5% of the total households in the Township, compared to 27.2% in Monmouth County and 32.8% of the households in New Jersey. The most populous income range in the Township was households earning $200,000 or more (43.0%) followed by those earning between $100,000 and $149,999 (16.3%).

Table 8 : Comparison of Household Income for Colts Neck Township, Monmouth County and New Jersey, 2018

Household Income Range	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total households	**3,262**	**100.0%**	**233,874**	**100.0%**	**3,213,362**	**100.0%**
Less than $10,000	50	1.5%	9,200	3.9%	165,332	5.1%
$10,000 to $14,999	83	2.5%	6,489	2.8%	106,777	3.3%
$15,000 to $24,999	96	2.9%	14,796	6.3%	239,248	7.4%
$25,000 to $34,999	98	3.0%	14,648	6.3%	228,906	7.1%
$35,000 to $49,999	210	6.4%	18,503	7.9%	313,308	9.8%
$50,000 to $74,999	253	7.8%	31,453	13.4%	479,792	14.9%
$75,000 to $99,999	194	5.9%	26,869	11.5%	389,646	12.1%
$100,000 to $149,999	531	16.3%	43,374	18.5%	563,372	17.5%
$150,000 to $199,999	345	10.6%	27,234	11.6%	310,244	9.7%
$200,000 or more	1,402	43.0%	41,308	17.7%	416,737	13.0%
Median household income	**$162,115**		**$95,699**		**$79,363**	
Mean household income	**$221,407**		**$128,657**		**$110,140**	
Less than $50,000	*537*	*16.5%*	*63,636*	*27.2%*	*1,053,571*	*32.8%*
$100,000 or more	*2,278*	*69.8%*	*111,916*	*47.9%*	*1,290,353*	*40.2%*

Data Source: U.S. Census Bureau, 2014-2018 American Community Survey, Table DP03

Table 9, Poverty Status, shows that only 5.3% of Colts Neck's estimated population were below the poverty level in 2018, compared to 7.4% in the County and 10.4% in the State. As an age cohort, all the identified groups in Colts Neck had a lower percentage of persons under poverty level than the County and the State. The largest cohort was the Under 18, where 7.4% of the estimated population within the age group lived below the poverty level, which was lower than both the County (10.1%) and the State (14.8%). A higher percentage of the estimated female population (6.8%) in Colts Neck than the estimated male population (3.7%) were below the poverty level, a trend reflected at both the County and the State.

Among the estimated population over 16-years-old, only 0.3% of those who worked full-time were under the poverty level compared to 8.9% of those who worked less than full-time and 6.8% of those who did not work. These poverty levels were lower than both the County and the State in all identified groups.

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Table 9: Poverty Status in the Past 12 Months for Colts Neck Township, Monmouth County and New Jersey, 2018

Poverty Status	Colts Neck Township			Monmouth County			New Jersey		
	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level	Total Estimated Population	Estimated Below Poverty Level	Percent Below Poverty Level
Population for whom poverty status is determined	9,890	525	5.3%	617,480	45,873	7.4%	8,707,826	904,132	10.4%
AGE GROUP									
Under 18	2,548	188	7.4%	134,158	13,505	10.1%	1,949,764	288,675	14.8%
18 to 64	5,968	290	4.9%	381,924	25,957	6.8%	5,420,398	504,791	9.3%
Over 65	1,374	47	3.4%	101,398	6,411	6.3%	1,337,664	110,666	8.3%
GENDER									
Male	4,757	178	3.7%	300,405	20,071	6.7%	4,233,650	394,539	9.3%
Female	5,133	347	6.8%	317,075	25,802	8.1%	4,474,176	509,593	11.4%
WORK EXPERIENCE									
Population 16 years and over	7,722	347	4.5%	501,314	33,783	6.7%	6,988,507	645,195	9.2%
Worked full-time*	3,313	10	0.3%	219,293	2,844	1.3%	3,129,887	60,708	1.9%
Worked less than full-time*	1,847	164	8.9%	126,574	10,550	8.3%	1,618,823	177,116	10.9%
Did not work	2,562	173	6.8%	155,447	20,389	13.1%	2,239,797	407,371	18.2%

** Worked year-round for the past 12 months*

Data Source: U.S. Census Bureau, 2014-2018 American Community Survey, Table S1701

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As shown in Table 10, the labor force in Colts Neck decreased between 2010 and 2011, increased in 2012, decreased in 2013 and 2014, increased in 2015 and declined from 2015 to 2018, but has increased to the highest in the past 10 years. The economic and market trends of the Great Recession are reflected in slightly higher unemployment rates in 2012 and 2013, but has since been steadily improving since 2012.

Table 10: 10-year Trend in Employment and Labor Force for Colts Neck Township, 2010-2019

Year	Labor Force	Employment	Unemployment	Unemployment Rate
2010	4,423	4,293	130	2.9
2011	4,382	4,277	105	2.4
2012	4,508	4,195	313	6.9
2013	4,494	4,217	277	6.2

Year	Labor Force	Employment	Unemployment	Unemployment Rate
2014	4,445	4,230	215	4.8
2015	4,452	4,260	192	4.3
2016	4,450	4,285	165	3.7
2017	4,422	4,275	147	3.3
2018	4,417	4,289	128	2.9
2019	4,495	4,375	120	2.7

Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2010-2019, NJ Department of Labor and Workforce Development

Table 11 shows that, although the Township faced a similar trend in unemployment rates as the County and the State since 2012, the overall unemployment rate in Colts Neck was lower than the County and the State throughout the 10-year period studied, including 2010-2011 when the unemployment rate was significantly lower than the County and the State.

Table 11: Comparison of 10-year Trend in Unemployment Rates for Colts Neck Township, Monmouth County and New Jersey, 2010-2019

Year	Colts Neck Township	Monmouth County	New Jersey
2010	2.9	8.7	9.5
2011	2.4	8.6	9.3
2012	6.9	8.7	9.3
2013	6.2	7.5	8.2
2014	4.8	6.1	6.8
2015	4.3	5.2	5.8
2016	3.7	4.5	5.0
2017	3.3	4.1	4.6
2018	2.9	3.6	4.1
2019	2.7	3.2	3.6

Data Source: Total Labor Force, Employed, Unemployed and Unemployment Rate Average Estimates 2010-2019, NJ Department of Labor and Workforce Development

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Table 12, Class of Worker, indicates that the majority (84.0%) of Colts Neck's employed population over 16 years of age were "private wage and salary workers", similar to the trend at the County (80.9%) and the State (81.8%). The percentage of "government workers" in the Township (6.9%) was lower than the County (13.5%) and the State (13.3%). The percentage of "self-employed in own not incorporated business workers" in the Township (8.9%) was higher than the County (5.4%) and the State (4.7%). There were 10 "unpaid family workers" in the Township (0.2%), similar to the County and higher than the State.

Table 12: Class of Worker for Colts Neck Township, Monmouth County and New Jersey, 2018

Class of Worker	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	4,678	100.0%	315,831	100.0%	4,390,602	100.0%
Private wage and salary workers	3,929	84.0%	255,611	80.9%	3,592,273	81.8%
Government workers	321	6.9%	42,561	13.5%	585,858	13.3%
Self-employed in own not incorporated business workers	418	8.9%	17,088	5.4%	206,307	4.7%
Unpaid family workers	10	0.2%	571	0.2%	6,164	0.1%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP03

Table 13, Occupations, identifies the occupations of employed population over 16 years of age in Colts Neck, Monmouth County and New Jersey during 2014-2018. The two most common occupations in the Township were "management, business, science, and arts occupations" (54.2%) and "sales and office occupations" (26.4%) – similar to the trend in the County and the State but with a higher proportion of residents engaged in these occupations. All other occupations engaged a lower percentage of the employed population compared to the County and the State.

Table 13: Occupations for Colts Neck Township, Monmouth County and New Jersey, 2018

Occupation	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	4,678	100.0%	315,831	100.0%	4,390,602	100.0%
Management, business, science, and arts occupations	2,535	54.2%	143,262	45.4%	1,860,424	42.4%
Service occupations	555	11.9%	47,920	15.2%	714,830	16.3%
Sales and office occupations	1,234	26.4%	75,019	23.8%	999,943	22.8%
Natural resources, construction, and maintenance occupations	178	3.8%	23,931	7.6%	313,388	7.1%
Production, transportation, and material moving occupations	176	3.8%	25,699	8.1%	502,017	11.4%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP03

Table 14, Industries, shows the distribution of employment by industry for employed Colts Neck, Monmouth and New Jersey residents over 16 years of age in 2014-2018. The two industries that captured the largest segments of the population in Colts Neck were "educational services, and health care and social assistance" (21.2%) and "professional, scientific, and management, and administrative and waste management services" (17.2%). The next three most common industries were "finance and insurance, and real estate and rental and leasing" (14.2%), "retail trade" (10.8%), and "arts, entertainment, recreation, accommodation and food services" (8.1%).

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Table 14: Industries for Colts Neck Township, Monmouth County and New Jersey, 2018

Industry	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Civilian employed population 16 years and over	4,678	100.0%	315,831	100.0%	4,390,602	100.0%
Agriculture, forestry, fishing and hunting, and mining	0	0.0%	632	0.20%	14,060	0.32%
Construction	359	7.7%	22,778	7.21%	254,856	5.80%
Manufacturing	253	5.4%	18,523	5.86%	359,849	8.20%
Wholesale trade	85	1.8%	9,301	2.94%	149,359	3.40%
Retail trade	507	10.8%	34,932	11.06%	483,359	11.01%
Transportation and warehousing, and utilities	115	2.5%	15,077	4.77%	264,780	6.03%
Information	209	4.5%	11,093	3.51%	122,369	2.79%
Finance and insurance, and real estate and rental and leasing	662	14.2%	32,248	10.21%	371,275	8.46%
Professional, scientific, administrative and waste management services	803	17.2%	42,252	13.38%	585,869	13.34%
Educational services, and health care and social assistance	992	21.2%	75,724	23.98%	1,045,599	23.81%
Arts, entertainment, recreation, accommodation and food services	377	8.1%	27,423	8.68%	360,170	8.20%
Other services, except public administration	192	4.1%	12,668	4.01%	194,399	4.43%
Public administration	124	2.7%	13,180	4.17%	184,658	4.21%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP03

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Another metric for understanding employment in the Township is the number of employees covered by the unemployment insurance compensation program, referred to as "covered employment" (which is mostly full-time, permanent employees and does not include the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers).

The industry sectors of covered employment for Colts Neck Township are shown in Table 15, Government and Private Employment and Wages, 2018. The largest number of covered employees in the private sector in Colts Neck worked in "unclassifieds" (2,509 average jobs) followed by "management" (399 average jobs) and "wholesale trade" (373 average jobs). The "unclassifieds" sector had the most employers (364 units) followed by "real estate" (56 units) and "education" (47 units). The state government was the largest public employer with 479 average jobs. Overall, the private sector (10,417 average jobs) had approximately 8 times more covered employees than the public sector (1,270 average jobs).

The private sector offered the highest average wages in the Township with the three highest paying industries being "real estate" ($84,452 annually), "finance/insurance" ($77,209 annually) and "utilities" ($73,913 annually). The "local government" industry had the highest average annual wages in the public sector at $73,674.

Table 15: Government and Private Employment and Wages in Colts Neck Township, 2018

Industry	Units	Employment					Average Wages	
	Average	March	June	Sept	Dec	Average	Annual	Weekly
FEDERAL GOVERNMENT TOTALS	5	321	322	324	327	324	$71,864	$1,382
STATE GOVERNMENT TOTALS	9	528	537	486	538	479	$70,697	$1,360
LOCAL GOVERNMENT TOTALS	5	438	446	391	445	386	$73,674	$1,417
LOCAL GOVT. EDUCATION	9	66	106	86	73	81	$37,550	$722
Mining	.	.	.	.	.	.	.	.
Utilities	38	166	189	178	176	174	$73,913	$1,421
Construction	7	95	93	92	93	93	$63,157	$1,215
Manufacturing	.	.	.	.	.	.	.	.
Wholesale Trade	25	342	363	399	392	373	$25,642	$493
Retail Trade	.	.	.	.	.	.	.	.
Transport/Warehousing	4	5	9	10	8	9	$67,537	$1,299
Information	25	92	86	86	75	87	$71,903	$1,383
Finance/Insurance	21	44	45	44	45	45	$77,209	$1,485
Real Estate	56	202	183	187	196	190	$84,452	$1,624
Professional/Technical	.	.	.	.	.	.	.	.
Management	31	361	453	445	378	399	$38,001	$731
Admin/Waste Remediation	10	80	54	61	61	61	$26,953	$518
Education	47	243	263	270	269	256	$49,361	$949
Health/Social	10	220	417	353	254	306	$32,111	$618
Arts/Entertainment	19	220	203	197	212	210	$19,517	$375
Accommodations/Food	34	116	120	127	136	125	$24,851	$478
Other Services	11	6	7	6	17	9	$45,044	$866
Unclassified	364	2,349	2,689	2,636	2,482	2,509	$44,410	$854
PRIVATE SECTOR TOTALS	478	10,047	10,481	10,454	10,651	10,417	$83,287	$1,602

- = Data do not meet publication standards

Data Source: New Jersey Department of Labor and Workforce Development, Quarterly Census of Employment and Wages (QCEW), Annual Municipal Reports 2018

Table 16, Means of Transportation to Work, shows the majority of workers in Colts Neck drove to work alone (75.0%) at a percentage slightly lower than Monmouth County (75.5%) but higher than New Jersey (71.4%). Colts Neck had a smaller proportion of residents who carpooled (6.1%) compared to 7.0% in the County and 8.0% in the State. A much lower percentage of Colts Neck residents used other means of transportation such as public transportation, taxicabs, motorcycles, bicycles or walking to work combined

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(8.1%) than the County (12.0%) and the State (16.2%). A higher percentage of Colts Neck workers (10.8%) worked from home compared to the County (5.6%) and the State (4.4%).

Table 16: Means of Transportation to Work (of workers 16 years old and over) for Colts Neck Township, Monmouth County and New Jersey, 2018

Means of Transportation	Colts Neck Township	Monmouth County	New Jersey
Workers 16 years and over	4,733	309,570	4,303,118
Car, truck, or van	81.1%	82.5%	79.4%
Drove alone	75.0%	75.5%	71.4%
Carpooled	6.1%	7.0%	8.0%
Public transportation (excluding taxicab)	5.9%	8.2%	11.5%
Walked	1.2%	1.7%	2.9%
Bicycle	0.0%	0.6%	0.3%
Taxicab, motorcycle, or other means	1.0%	1.5%	1.5%
Worked at home	10.8%	5.6%	4.4%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S0801

Table 17, Travel Time to Work, shows that for 22.8% of workers over 16 years in Colts Neck, the travel time to work was under 15 minutes; compared to 24.8 % of the workers in the County and 21.2% for workers in the State. For 38.9% of the workers in the Township, the travel time to work was more than 45 minutes, compared to 46.9% of the workers in the County and 25.7% of workers in the State. The average travel time for workers in Township (32.4 minutes) was shorter than the County (34.3 minutes) but longer than the State (31.7 minutes).

Table 17: Travel Time to Work (of workers 16 years old and over) for Colts Neck Township, Monmouth County and New Jersey, 2018

Travel Time to Work	Colts Neck Township	Monmouth County	New Jersey
Less than 10 minutes	8.7%	12.1%	9.7%
10 to 14 minutes	14.1%	12.7%	11.5%
15 to 19 minutes	14.4%	12.4%	12.5%
20 to 24 minutes	16.9%	10.6%	13.1%
25 to 29 minutes	7.1%	5.3%	6.2%
30 to 34 minutes	9.5%	10.5%	13.3%
35 to 44 minutes	5.3%	7.0%	7.9%
45 to 59 minutes	6.0%	8.7%	9.9%
60 or more minutes	18.1%	20.7%	15.8%
Mean travel time to work (minutes)	**32.4**	**34.3**	**31.7**

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S0801

Table 18, Vehicles Available, shows that the largest group comprising 51.8% of all workers 16 years old and over in Colts Neck had access to 3 or more vehicles which is higher than both the County (38.3%) and

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the State (31.3%), followed by 38.4% of Township workers who had access to 2 vehicles compared to the 42.5%of workers in the County and 40.0% in the State. Only 1.6% of workers in Colts Neck did not have a vehicle available, compared to 3.0% in the County and 6.4% in the State.

Table 18: Vehicles Available (to workers 16 years old and over) for Colts Neck Township, Monmouth County and New Jersey, 2018

Vehicles Available	Colts Neck Township	Monmouth County	New Jersey
Workers 16 years and over	4,675	308,854	4,284,686
No vehicle available	1.6%	3.0%	6.4%
1 vehicle available	8.2%	16.2%	22.3%
2 vehicles available	38.4%	42.5%	40.0%
3 or more vehicles available	51.8%	38.3%	31.3%

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table S0801

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ANALYSIS OF EXISTING HOUSING STOCK

According to the 5-year American Community Survey, Colts Neck Township had approximately 3,449 housing units during 2014-2018, of which 3,262, or 94.6%, were occupied. Of the occupied housing units, 91.0% were owner-occupied and 9.0% were renter-occupied, indicating a higher rate of ownership in the Township. Colts Neck Township had a higher percentage of owner-occupied units (86.1%) than both Monmouth County (59.8%) and New Jersey (57.0%). Residential vacancy in Township was lower than the County and the State for both home-owner and rental housing units. Only 5.4% of all housing units in the Township were vacant compared to 9.5% in the County and 10.9% in the State. Among the vacant units, most were for seasonal, recreational or occasional use.

Table 19: Comparison of Unit Occupancy Status for Colts Neck Township, Monmouth County and New Jersey, 2018

Unit Occupancy Status	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied housing units	3,262	94.6%	261,139	90.5%	3,213,362	89.1%
Owner-occupied	2,969	86.1%	172,322	59.8%	2,054,413	57.0%
Owner-occupied as percent of total occupied units	*91.0%*		*66.0%*		*63.9%*	
Renter-occupied	293	8.5%	61,552	21.3%	1,158,949	32.1%
Renter-occupied as percent of total occupied units	*9.0%*		*23.6%*		*36.1%*	
Vacant housing units	187	5.4%	27,265	9.5%	392,039	10.9%
For rent	4	0.1%	2,547	0.9%	63,742	1.8%
Rented, not occupied	0	0.0%	549	0.2%	11,040	0.3%
For sale only	33	1.0%	2,499	0.9%	35,674	1.0%
Sold, not occupied	32	0.9%	1,529	0.5%	14,553	0.4%
For seasonal, recreational, or occasional use	40	1.2%	12,612	4.4%	135,527	3.8%
For migrant workers	0	0.0%	0	0.0%	231	0.0%
All other vacants	78	2.3%	7,529	2.6%	131,272	3.6%
Total Housing Units	**3,449**	**100.0%**	**288,404**	**100.0%**	**3,605,401**	**100.0%**
Home-owner vacancy rate	1.1		1.4		1.7	
Rental vacancy rate	1.3		3.9		5.2	

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables DP04 and B25004

The housing stock in Colts Neck Township consisted predominantly of single-family detached (92.7%, which were mostly owner-occupied) and 3-or-4-unit structures (3.2%, which were also mostly owner-occupied), or 95.7% of all occupied units combined. The next most-common housing types were single-family attached units (1.7% of the occupied units), 2-unit structures (1.3%) and 50 or more- unit structures (0.7%). There were no 20-to-49-unit structures, mobile homes, boats, RVs, vans, etc. used as housing units in the Township.

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Comparison between the occupied housing units in Colts Neck Township, Monmouth County and New Jersey in Table 21 shows that both the County (67.3%) and the State (54.6%) had a lower percentage of single-family detached structures than the Township (92.7%). However, Colts Neck had a lower prevalence of units in structures with 3 or more units (4.4%) than both the County (20.5%) and the State (26.5%).

Table 20: Units in Structure by Tenure for Occupied Units for Colts Neck Township, 2018

Units in Structure	Total Occupied Units		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
1, detached	3,023	92.7%	2,841	87.1%	182	5.6%
1, attached	56	1.7%	25	0.8%	31	1.0%
2	41	1.3%	12	0.4%	29	0.9%
3 or 4	103	3.2%	80	2.5%	23	0.7%
5 to 9	4	0.1%	0	0.0%	4	0.1%
10 to 19	11	0.3%	11	0.3%	0	0.0%
20 to 49	0	0.0%	0	0.0%	0	0.0%
50 or more	24	0.7%	0	0.0%	24	0.7%
Mobile home	0	0.0%	0	0.0%	0	0.0%
Boat, RV, van, etc.	0	0.0%	0	0.0%	0	0.0%
Total Occupied Units	**3,262**	**100.0%**	**2,969**	**91.0%**	**293**	**9.0%**

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25032

Table 21: Comparison of Units in Structure for Occupied Units for Colts Neck Township, Monmouth County and New Jersey, 2018

Units in Structure	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
1, detached	3,023	92.7%	157,460	67.3%	1,754,953	54.6%
1, attached	56	1.7%	18,853	8.1%	289,235	9.0%
2	41	1.3%	7,511	3.2%	290,743	9.0%
3 or 4	103	3.2%	7,772	3.3%	199,314	6.2%
5 to 9	4	0.1%	9,864	4.2%	153,429	4.8%
10 to 19	11	0.3%	10,143	4.3%	158,413	4.9%
20 to 49	0	0.0%	5,806	2.5%	125,200	3.9%
50 or more	24	0.7%	14,291	6.1%	214,207	6.7%
Mobile home	0	0.0%	2,126	0.9%	27,268	0.8%
Boat, RV, van, etc.	0	0.0%	48	0.0%	600	0.0%
Total Occupied Units	**3,262**	**100.0%**	**233,874**	**100.0%**	**3,213,362**	**100.0%**

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25032

Table 22, Year Structure Built by Tenure for Occupied Housing Units, illustrates the age of Township's housing stock. Colts Neck has a relatively younger housing stock, with nearly two-thirds (66.2%) of the occupied housing units constructed since 1970 (approximately the last 50 years). However, only 2.2% of the total occupied housing stock in Colts Neck had been constructed since 2010, which is lower than the County (2.8%) and the State (2.5%) as shown in Table 23: Comparison of Construction for Occupied Housing Units in Colts Neck Township, Monmouth County and New Jersey, 2018. Colts Neck Township

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had only 13.0% of occupied housing units built 1959 or earlier, which is lower than the County (30.9%) and the State (40.5%).

Table 22: Year Structure Built by Tenure for Occupied Housing Units, Colts Neck Township, 2018

Year Built	Total Occupied Units		Owner-Occupied Units		Renter-Occupied Units	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Built 2014 or later	0	0.0%	0	0.0%	0	0.0%
Built 2010 to 2013	71	2.2%	71	2.2%	0	0.0%
Built 2000 to 2009	351	10.8%	317	9.7%	34	1.0%
Built 1990 to 1999	738	22.6%	668	20.5%	70	2.1%
Built 1980 to 1989	390	12.0%	347	10.6%	43	1.3%
Built 1970 to 1979	610	18.7%	580	17.8%	30	0.9%
Built 1960 to 1969	678	20.8%	636	19.5%	42	1.3%
Built 1950 to 1959	201	6.2%	192	5.9%	9	0.3%
Built 1940 to 1949	56	1.7%	48	1.5%	8	0.2%
Built 1939 or earlier	167	5.1%	110	3.4%	57	1.7%
Total Occupied Units	**3,262**	**100.0%**	**2,969**	**91.0%**	**293**	**9.0%**
Built 1959 or earlier	*424*	*13.0%*	*350*	*10.7%*	*74*	*2.3%*
Built since 2010	*71*	*2.2%*	*71*	*2.2%*	*0*	*0.0%*

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25036

Table 23: Comparison of Year of Construction for Occupied Housing Units in Colts Neck Township, Monmouth County and New Jersey, 2018

Year Built	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Built 2014 or later	0	0.0%	2,275	1.0%	28,644	0.9%
Built 2010 to 2013	71	2.2%	4,231	1.8%	52,093	1.6%
Built 2000 to 2009	351	10.8%	22,624	9.7%	289,142	9.0%
Built 1990 to 1999	738	22.6%	29,377	12.6%	317,184	9.9%
Built 1980 to 1989	390	12.0%	36,049	15.4%	378,213	11.8%
Built 1970 to 1979	610	18.7%	32,451	13.9%	407,851	12.7%
Built 1960 to 1969	678	20.8%	34,517	14.8%	439,286	13.7%
Built 1950 to 1959	201	6.2%	31,757	13.6%	487,071	15.2%
Built 1940 to 1949	56	1.7%	10,197	4.4%	234,800	7.3%
Built 1939 or earlier	167	5.1%	30,396	13.0%	579,078	18.0%
Total Occupied Units	**3,262**	**100.0%**	**233,874**	**100.0%**	**3,213,362**	**100.0%**
Built 1959 or earlier	*424*	*13.0%*	*72,350*	*30.9%*	*1,300,949*	*40.5%*
Built since 2010	*71*	*2.2%*	*6,506*	*2.8%*	*80,737*	*2.5%*

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25034

The number of bedrooms in the housing stock help describe the variety of housing types within the Township. Table 24, Number of Bedrooms per Unit by Tenure for Occupied Housing Units for Colts Neck Township, 2018, shows that 4-bedroom (43.9%) and 5-bedroom (27.2%) units were the most common types, followed by 3-bedroom units (20.8%). The 4-bedroom units were the most common owner-occupied unit type and the 3- and 4-bedroom units were the most common renter-occupied type.

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Table 24: Number of Bedrooms per Unit by Tenure for Occupied Housing Units for Colts Neck Township, 2018

Number of Bedrooms	Total Occupied Units		Owner-Occupied		Renter-Occupied	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
No bedroom	24	0.7%	0	0.0%	24	0.7%
1 bedroom	29	0.9%	25	0.8%	4	0.1%
2 bedrooms	210	6.4%	140	4.3%	70	2.1%
3 bedrooms	680	20.8%	590	18.1%	90	2.8%
4 bedrooms	1,433	43.9%	1,342	41.1%	91	2.8%
5 or more bedrooms	886	27.2%	872	26.7%	14	0.4%
Total Occupied Units	**3,262**	**100.0%**	**2,969**	**91.0%**	**293**	**9.0%**
2-bedroom or smaller	*263*	*8.1%*	*165*	*5.1%*	*98*	*3.0%*
4-bedroon or larger	*2,319*	*71.1%*	*2,214*	*67.9%*	*105*	*3.2%*

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25042

As shown in Table 25, 3-bedroom units are the most common in Monmouth County (29.6%) and New Jersey (33.0%), with a higher proportion of occupied units than the Township (20.8%). The biggest difference, however, is in the proportion of smaller and larger housing units. Colts Neck had 71.1% of the occupied units being 4-bedroom or more, as compared to the County (35.6%) and the State (25.5%). Colts Neck had a lower percentage of occupied units with 2-bedrooms or less (8.1%) compared to the County (34.8%) and the State (41.6%).

Table 25: Comparison of Occupied Housing Units by Number of Bedrooms in Colts Neck Township, Monmouth County and New Jersey, 2018

Number of Bedrooms	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
No bedroom	24	0.7%	3,983	1.7%	76,253	2.4%
1 bedroom	29	0.9%	28,353	12.1%	444,677	13.8%
2 bedrooms	210	6.4%	49,129	21.0%	814,628	25.4%
3 bedrooms	680	20.8%	69,210	29.6%	1,059,503	33.0%
4 bedrooms	1,433	43.9%	62,992	26.9%	639,960	19.9%
5 or more bedrooms	886	27.2%	20,207	8.6%	178,341	5.5%
Total Occupied Units	**3,262**	**100.0%**	**233,874**	**100.0%**	**3,213,362**	**100.0%**
2-bedroom or less	*263*	*8.1%*	*81,465*	*34.8%*	*1,335,558*	*41.6%*
4-bedroon or more	*2,319*	*71.1%*	*83,199*	*35.6%*	*818,301*	*25.5%*

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25042

The presence of housing units with deficient plumbing and kitchens is an indicator of housing quality and need for potential rehabilitation. Similarly, overcrowded conditions may indicate a need for more affordable and/or larger housing units.

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The majority of occupied units used utility gas (84.7%), higher than the County (81.4%) and the State (75.0%). There were no housing units in Township that used coke or coal, solar energy or no fuel as the house heating fuel.

Colts Neck had no occupied units deemed overcrowded because they were occupied by more than one person per room, compared to 1.5% in the County and 3.1% in the State. Colts Neck also had a lower percentage of occupied units (1.9%) lacking at least one facility, out of complete kitchen, complete plumbing and telephone service, compared to the County (2.1%) and the State (2.7%).

Table 26: Comparison of Housing Quality Indicators for Occupied Housing Units in Colts Neck Township, Monmouth County and New Jersey, 2018

House Heating Fuel	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Utility gas	2,763	84.7%	190,422	81.4%	2,411,472	75.0%
Bottled, tank, or LP gas	0	0.0%	2,366	1.0%	63,138	2.0%
Electricity	231	7.1%	27,738	11.9%	408,397	12.7%
Fuel oil, kerosene, etc.	238	7.3%	11,274	4.8%	284,056	8.8%
Coal or coke	0	0.0%	54	0.0%	1,322	0.0%
Wood	15	0.5%	531	0.2%	13,422	0.4%
Solar energy	0	0.0%	99	0.0%	3,100	0.1%
Other fuel	15	0.5%	649	0.3%	13,453	0.4%
No fuel used	0	0.0%	741	0.3%	15,002	0.5%
Total Occupied Units	**3,262**	**100.0%**	**233,874**	**100.0%**	**3,213,362**	**100.0%**
Occupants per Room	**Estimate**	**Percent**	**Estimate**	**Percent**	**Estimate**	**Percent**
1.00 or less	3,262	100.0%	230,398	98.5%	3,112,367	96.9%
1.01 to 1.50	0	0.0%	2,508	1.1%	67,606	2.1%
.51 or more	0	0.0%	968	0.4%	33,389	1.0%
Overcrowded Occupied Units	**0**	**0.0%**	**3,476**	**1.5%**	**100,995**	**3.1%**
Facilities	**Estimate**	**Percent**	**Estimate**	**Percent**	**Estimate**	**Percent**
Lacking complete plumbing facilities	10	0.3%	525	0.2%	8,925	0.3%
Lacking complete kitchen facilities	34	1.0%	1,891	0.8%	24,392	0.8%
No telephone service available	17	0.5%	2,443	1.0%	55,006	1.7%
Occupied Units Lacking atleast One Facility	**61**	**1.9%**	**4,859**	**2.1%**	**88,323**	**2.7%**

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

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ANALYSIS OF HOUSING AFFORDABILITY

Housing affordability is dependent on several factors including the availability of adequate and appropriate housing units in addition to cost, convenience and stability of the neighborhood. Some of the data from the 2014-2018 5-year ACS may be used to interpret these factors. For example, the adequacy and appropriateness may be estimated by comparing household and family size with available housing types, unit sizes, and the potential for overcrowding, as well as the comparing the types/sizes of units that are occupied vs. vacant indicating the demand for each type/size of unit.

In Colts Neck, 94.6% of all available housing units were occupied with only 5.4% vacant. As shown in Table 27, the most common types of occupied housing were in 5-to-9-unit structures (100% occupied), 10-to-19-unit structures (100% occupied) and 20-or-more-unit structures (100% occupied). The most common types of vacant housing were those in 2-unit structures (29.3% of all 2-unit structures) and 3-or-4-unit structures (14.9% of all 3-or4-unit structures).

Table 27: Units in Structure by Tenure for All Housing Units for Colts Neck Township, 2018

Units in Structure	Total Housing Units		Vacant Units			Occupied Units		
	Estimate	Percent	Estimate	Percent of Type	Percent of Total	Estimate	Percent of Type	Percent of Total
1, detached	3,171	91.9%	148	4.7%	4.3%	3,023	95.3%	87.6%
1, attached	60	1.7%	4	6.7%	0.1%	56	93.3%	1.6%
2	58	1.7%	17	29.3%	0.5%	41	70.7%	1.2%
3 or 4	121	3.5%	18	14.9%	0.5%	103	85.1%	3.0%
5 to 9	4	0.1%	0	0.0%	0.0%	4	100.0%	0.1%
10 to 19	11	0.3%	0	0.0%	0.0%	11	100.0%	0.3%
20 or more	24	0.7%	0	0.0%	0.0%	24	100.0%	0.7%
Mobile home	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
Boat, RV, van, etc.	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
Total Housing Units	**3,449**	**100.0%**	**187**		**5.4%**	**3,262**		**94.6%**

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables DP04 and B25032

As shown in Table 28 below, the most common size of vacant units in Colts Neck were units with no bedrooms (27.3% of all no bedroom units), 3-bedroom units (6.7% of all 3-bedroom units), and 4-bedroom units (5.8% of all 4-bedroom units). In the context of the total housing units available, 44.1% of units are 4-bedroom and 26.9% are 5-bedroom units. The most common occupied units were those with 2-bedrooms (100% occupied) and 1 bedroom (100% occupied), which may be partly due to the relative lack of these units (only about 7% of all housing units have 1 or 2 bedroom). Other unit sizes with high occupancy include 4-bedroom units (94.2% occupied) and 5 or more-bedroom units (95.6% occupied).

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Table 28: Number of Bedrooms per Unit for All Housing Units for Colts Neck Township, 2018

Number of Bedrooms	Total Housing Units		Vacant Units			Occupied Units		
	Estimate	Percent	Estimate	Percent of Type	Percent of Total	Estimate	Percent of Type	Percent of Total
No bedroom	33	1.0%	9	27.3%	0.3%	24	72.7%	0.7%
1 bedroom	29	0.8%	0	0.0%	0.0%	29	100.0%	0.8%
2 bedrooms	210	6.1%	0	0.0%	0.0%	210	100.0%	6.1%
3 bedrooms	729	21.1%	49	6.7%	1.4%	680	93.3%	19.7%
4 bedrooms	1521	44.1%	88	5.8%	2.6%	1,433	94.2%	41.5%
5 or more bedrooms	927	26.9%	41	4.4%	1.2%	886	95.6%	25.7%
Total Housing Units	**3,449**	**100.0%**	**187**		**5.4%**	**3,262**		**94.6%**
2-bedroom or smaller	*272*	*7.9%*	*9*	*27.3%*	*0.3%*	*263*	*272.7%*	*7.6%*
4-bedroon or larger	*2,448*	*71.0%*	*129*	*5.3%*	*3.7%*	*2,319*	*94.7%*	*67.2%*

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables DP04 and B25042

As shown in Table 29, none of the 422 units built 2000 or later were vacant, compared to 7.0% of units built 1959 or earlier. There was 100% occupancy in units built in the years prior to 1940 and those built since 2000. This could be due to the type of housing produced during those decades, their physical condition or the location, and/or the applicable tenure (owned or rental).

Table 29: Year Structure Built for All Housing Units, Colts Neck Township, 2018

Year Built	Total Housing Units		Vacant Units			Occupied Units		
	Estimate	Percent	Estimate	Percent of Type	Percent of Total	Estimate	Percent of Type	Percent of Total
Built 2014 or later	0	0.0%	0	0.0%	0.0%	0	0.0%	0.0%
Built 2010 to 2013	71	2.1%	0	0.0%	0.0%	71	100.0%	2.1%
Built 2000 to 2009	351	10.2%	0	0.0%	0.0%	351	100.0%	10.2%
Built 1990 to 1999	754	21.9%	16	2.1%	0.5%	738	97.9%	21.4%
Built 1980 to 1989	399	11.6%	9	2.3%	0.3%	390	97.7%	11.3%
Built 1970 to 1979	672	19.5%	62	9.2%	1.8%	610	90.8%	17.7%
Built 1960 to 1969	746	21.6%	68	9.1%	2.0%	678	90.9%	19.7%
Built 1950 to 1959	233	6.8%	32	13.7%	0.9%	201	86.3%	5.8%
Built 1940 to 1949	56	1.6%	0	0.0%	0.0%	56	100.0%	1.6%
Built 1939 or earlier	167	4.8%	0	0.0%	0.0%	167	100.0%	4.8%
Total Housing Units	**3,449**	**100.0%**	**187**		**5.4%**	**3,262**		**94.6%**
Built 1959 or earlier	*456*	*13.2%*	*32*	*7.0%*	*0.9%*	*424*	*93.0%*	*12.3%*
Built since 2000	*422*	*12.2%*	*0*	*0.0%*	*0.0%*	*422*	*100.0%*	*12.2%*

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04 and B25036

Longevity of tenure reflected in higher number of households that have moved in older time frames may indicate the presence of long-term residents in stable residential neighborhoods and/or the lack of socio-economic mobility. The largest group of households in Colts Neck last moved in 2000 to 2009 (31.2%) followed by those in 2010 to 2014 (22.7%). A majority, nearly 70%, of the households in Colts Neck moved

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prior to 2000 indicating longer-term residents and possibly stable residential areas, with 16.2% of the households having lived in their present units since 1990 and before.

Table 30: Comparison of Year Householder Moved into the Housing Unit for Colts Neck Township, Monmouth County and New Jersey, 2018

Year Householder Moved into the Unit	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Moved in 2017 or later	71	2.2%	7,484	3.2%	117,923	3.7%
Moved in 2015 to 2016	201	6.2%	21,200	9.1%	320,767	10.0%
Moved in 2010 to 2014	740	22.7%	56,097	24.0%	834,074	26.0%
Moved in 2000 to 2009	1,018	31.2%	67,791	29.0%	926,895	28.8%
Moved in 1990 to 1999	704	21.6%	42,075	18.0%	491,426	15.3%
Moved in 1989 and earlier	528	16.2%	39,227	16.8%	522,277	16.3%
Occupied housing units	**3,262**	**100.0%**	**233,874**	**100.0%**	**3,213,362**	**100.0%**

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

Table 31, Value for All Owner-Occupied Housing Units shows that the median value of owner-occupied housing for the period 2014-2018 in Colts Neck Township was much higher than the County and the State. 92.8% of all owner-occupied housing was valued at more than $300,000 as compared to 73.5% in the County and 55.8% in the State. 82.5% of Township's housing units were valued at or more than $500,000, compared to 34.3% of units in Monmouth County and 22.4% of units in the State.

Table 31: Comparison of Value for Owner-Occupied Housing Units for Colts Neck Township, Monmouth County and New Jersey, 2018

Value Range of Units	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Less than $50,000	19	0.6%	3,319	1.9%	54,687	2.7%
$50,000-$99,999	39	1.3%	2,279	1.3%	61,200	3.0%
$100,000-$149,999	102	3.4%	4,221	2.4%	118,727	5.8%
$150,000-$199,999	54	1.8%	7,031	4.1%	202,556	9.9%
$200,000 to $299,999	0	0.0%	28,884	16.8%	471,085	22.9%
$300,000 to $499,999	307	10.3%	67,448	39.1%	684,977	33.3%
$500,000 +	2,448	82.5%	59,140	34.3%	461,181	22.4%
Total	**2,969**	**100.0%**	**172,322**	**100.0%**	**2,054,413**	**100.0%**
Median value	**$763,200**		**$408,400**		**$327,900**	
Value more than $300,00	*2,755*	*92.8%*	*126,588*	*73.5%*	*1,146,158*	*55.8%*

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Tables B25075 and B25077

The average sales price of housing units in 2019 for Colts Neck Township was lower than the median value of owner-occupied units, but sales price was higher than the median value for the County. The average sales price in Township in 2019 was $757,405 (within the most common $500,000+ value range of 82.5% of all owner-occupied), and was based on the sale of 39 units. In the last 10 years, the highest average prices were recorded in 2012, 2015, and 2018 and lowest average prices in 2014, 2016 and 2019. Highest

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number of sales in the recent years was recorded in 2014-2015 period for Colts Neck Township with 188 and 110 sales respectively (compared to 39 sales in 2019).

Table 32: 20-Year Comparison of Average Residential Sales Price for Colts Neck Township and Monmouth County, 2000-2019

Year	Colts Neck Township		Monmouth County	
	Number of Sales	Average Sale Price	Number of Sales	Average Sale Price
2000	146	$478,671	10,302	$220,637
2001	118	$496,381	8,928	$247,142
2002	107	$689,866	8,257	$278,667
2003	143	$721,753	9,532	$323,873
2004	166	$742,926	10,125	$370,313
2005	126	$926,071	9,873	$418,689
2006	137	$931,351	10,265	$470,618
2007	94	$926,244	6,097	$490,237
2008	84	$981,073	5,712	$481,823
2009	64	$863,406	3,472	$478,138
2010	26	$857,181	3,786	$456,508
2011	74	$847,135	3,671	$480,544
2012	76	$927,677	4,115	$476,317
2013	79	$810,983	4,839	$450,346
2014	118	$794,677	5,747	$460,278
2015	110	$904,704	6,146	$478,821
2016	32	$789,933	3,029	$483,506
2017	53	$818,584	3,679	$495,743
2018	38	$915,091	3,813	$533,873
2019	39	$757,405	3,558	$599,853

Data Source: NJ Division of Taxation

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Housing is generally considered to be affordable if the amount of rent, mortgage, and other essential costs consume 28% or less of the income of a homeowner, or 30% or less of the income of a renter. Low-income households are defined as those with incomes no greater than 50% of the median household income, adjusted for household size, of the housing region in which the municipality is located, and moderate-income households are those with incomes no greater than 80% and no less than 50% of the median household income, adjusted for household size, of the housing region. For Colts Neck Township, the housing region is defined as Region 4 and is comprised of Mercer, Monmouth and Ocean Counties.

Table 33, Tenure by Housing Costs as a Percentage of Household Income in the Past 12 Months, shows the extent that all Colts Neck households (both owner- and renter-occupied) spend more than 30% of their income on housing. Of the Township's 3,262 occupied housing units, 35.9% or 1,170 units are either owned or rented by occupants that spend more than 30% of their household income on housing costs. 34.6% of all homeowners and 49.1% of renters spend more than 30% of their household income on

housing. Less than of all households (46.1% of all occupied housing units, 47.5% of all homeowners and 31.7% of all renters) spent less than 20% of their income on housing.

Table 33: Tenure by Housing Costs as a Percentage of Household Income in the Past 12 Months for Colts Neck Township, 2018

Household Income Range	Number of Households	Percentage of Household Income		
		<20%	20-29%	30%+
Owner-Occupied Units	**2,969**	**1,411**	**502**	**1,026**
% of Total Occupied Units	**91.0%**	**43.3%**	**15.4%**	**31.5%**
% of Owner-Occupied Units	**100.0%**	**47.5%**	**16.9%**	**34.6%**
Less than $20,000:	112	0	0	112
$20,000 to $34,999:	124	0	10	114
$35,000 to $49,999:	144	0	16	128
$50,000 to $74,999:	212	67	38	107
$75,000 or more:	2,347	1,344	438	565
Zero or negative income	30			
Renter-occupied units	**293**	**93**	**38**	**144**
% of Total Occupied Units	**9.0%**	**2.9%**	**1.2%**	**4.4%**
% of Renter-Occupied Units	**100.0%**	**31.7%**	**13.0%**	**49.1%**
Less than $20,000:	52	0	0	52
$20,000 to $34,999:	9	0	0	9
$35,000 to $49,999:	66	11	10	45
$50,000 to $74,999:	41	9	0	32
$75,000 or more:	107	73	28	6
Zero or negative income	0			
No cash rent	18			
Total Occupied Units	**3,262**	**1,504**	**540**	**1,170**
% of Total Occupied Units	**100.0%**	**46.1%**	**16.6%**	**35.9%**

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25106

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Colts Neck Township had a higher percentage of owner-occupied housing with a mortgage (69.1%) than both the County (68.8%) and the State (67.4%), and a lower percentage of households without a mortgage (30.9%) than the County (31.2%) and the State (32.6%).

For households in units with a mortgage, a higher percentage of homeowners in Colts Neck spent 30% or more on owner costs (41.4%) compared to the County (35.9%) or the State (36.8%). A lower percentage of households in units without a mortgage in Colts Neck (20.6%) had costs more than 30% of household income compared to the County (24.4%) and the State (25.7%).

Table 34: Comparison of Selected Monthly Owner Costs as a Percentage of Household Income for Colts Neck Township, Monmouth County and New Jersey, 2018

Percent Monthly Owner Costs	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Total owned housing units	2,969	100.0%	172,322	100.0%	2,054,413	100.0%

Percent Monthly Owner Costs	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Housing units with a mortgage	2,052	69.1%	118,492	68.8%	1,383,992	67.4%
Housing unit without a mortgage	917	30.9%	53,830	31.2%	670,421	32.6%
Housing units with a mortgage **	**2,022**	**100.0%**	**117,970**	**100.0%**	**1,378,230**	**100.0%**
Less than 20.0 percent	747	36.9%	41,897	35.5%	471,840	34.2%
20.0 to 24.9 percent	279	13.8%	18,817	16.0%	228,188	16.6%
25.0 to 29.9 percent	159	7.9%	14,860	12.6%	170,651	12.4%
30.0 to 34.9 percent	194	9.6%	9,967	8.4%	119,695	8.7%
35.0 percent or more	643	31.8%	32,429	27.5%	387,856	28.1%
Not computed	30		522		5,762	
Housing unit without a mortgage **	**917**	**100.0%**	**53,296**	**100.0%**	**663,920**	**100.0%**
Less than 10.0 percent	404	44.1%	14,965	28.1%	167,667	25.3%
10.0 to 14.9 percent	157	17.1%	10,490	19.7%	131,151	19.8%
15.0 to 19.9 percent	103	11.2%	6,759	12.7%	89,209	13.4%
20.0 to 24.9 percent	41	4.5%	4,826	9.1%	61,267	9.2%
25.0 to 29.9 percent	23	2.5%	3,255	6.1%	43,702	6.6%
30.0 to 34.9 percent	60	6.5%	2,270	4.3%	32,322	4.9%
35.0 percent or more	129	14.1%	10,731	20.1%	138,602	20.9%
Not computed	0		534		6,501	

***Excluding units where SMOCAPI cannot be computed*

*Data Source: U.S. Census Bureau, 2014*2018 5-Year American Community Survey Table DP04*

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For the period 2014-2018, the median gross rent in Colts Neck was $1,551, compared to the Monmouth County median gross rent of $1,372 and the State median of $1,295.

Gross rent is defined by the American Community Survey as the contract rent plus the estimated average monthly cost of utilities (electricity, gas, and water and sewer) and fuels (oil, coal, kerosene, wood, etc.) if these are paid for by the renter (or paid for the renter by someone else).

Colts Neck had no units with monthly rents under $500, and 67 units, or 24.4%, with rents between $500 and $999. There were 52 units (18.9% of occupied rental units) with rents $3,000 or more in Colts Neck, compared to 2.8% occupied renter units in the County and 2.6% in the State.

The largest group of renter-occupied units in Colts Neck (48.0%) paid between $500 and $1,499 per month in gross rent, similar to the trend in the County (51.1%) and the State (57.6%).

Table 35: Comparison of Gross Rent for Renter-Occupied Housing Units for Colts Neck Township, Monmouth County and New Jersey, 2018

Gross Rent	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied units paying rent	275	100.0%	59,065	100.0%	1,121,152	100.0%
Less than $500	0	0.0%	4,304	7.3%	88,733	7.9%
$500 to $999	67	24.4%	8,306	14.1%	200,807	17.9%

Gross Rent	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
$1,000 to $1,499	65	23.6%	21,893	37.1%	445,226	39.7%
$1,500 to $1,999	54	19.6%	12,946	21.9%	231,700	20.7%
$2,000 to $2,499	18	6.5%	7,598	12.9%	88,979	7.9%
$2,500 to $2,999	19	6.9%	2,372	4.0%	36,268	3.2%
$3,000 or more	52	18.9%	1,646	2.8%	29,439	2.6%
No rent paid	18		2,487		37,797	
Median Gross Rent	$1,551		$1,372		$1,295	

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

As shown in Tables 36 and 37, 49.1% of households in Colts Neck were paying rent more than 30% of the household income towards monthly rent, with none of the renter households paying between 30 and 35% and 49.1% of renter households paying more than 35% of their household income in rent. As shown in Table 37, excluding units where rental information was not computed, 52.4% Colts Neck renters pay more than 30% of household income in gross rent in comparison to 55.4% renter households in Monmouth County and 52.3% of renter households in New Jersey.

Table 36: Household Income by Gross Rent as a Percentage of Household Income in the Past 12 Months for Colts Neck Township, 2018

Household Income Range	Total Households	Percentage of Household Income						
		0 – 19.99%	20 – 24.9%	25 – 29.9%	30 – 34.9%	35% +	Not computed	30% +
< $10,000	0	0	0	0	0	0	0	**0**
$10,000 – 19,999	52	0	0	0	0	52	0	**52**
$20,000 – 34,999	9	0	0	0	0	9	0	**9**
$35,000 -- 49,999	66	11	10	0	0	45	0	**45**
$50,000-- 74,999	41	9	0	0	0	32	0	**32**
$75,000 -- 99,999	50	14	12	0	0	6	18	**6**
$100,000 or more	75	59	11	5	0	0	0	**0**
Total	**293***	**93**	**33**	**5**	**0**	**144**	**18**	**144**
Percent Total	**100.0%**	**31.7%**	**11.3%**	**1.7%**	**0.0%**	**49.1%**	**6.1%**	**49.1%**

** This total includes the "not computed" values from Table 37 below and may reflect discrepancies in percentages shown.*

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table B25074

Table 37: Comparison of Gross Rent as a Percentage of Household Income for Colts Neck Township, Monmouth County and New Jersey, 2018

Percent Gross Rent	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
Occupied units paying rent *	275	100.0%	57,887	100.0%	1,097,204	100.0%
Less than 15.0 percent	71	25.8%	6,511	11.2%	130,483	11.9%
15.0 to 19.9 percent	22	8.0%	5,943	10.3%	132,227	12.1%
20.0 to 24.9 percent	33	12.0%	7,149	12.3%	135,268	12.3%
25.0 to 29.9 percent	5	1.8%	6,236	10.8%	125,564	11.4%

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Percent Gross Rent	Colts Neck Township		Monmouth County		New Jersey	
	Estimate	Percent	Estimate	Percent	Estimate	Percent
30.0 to 34.9 percent	0	0.0%	4,731	8.2%	100,323	9.1%
35.0 percent or more	144	52.4%	27,317	47.2%	473,339	43.1%
More than 30%	*144*	*52.4%*	*32,048*	*55.4%*	*573,662*	*52.3%*
Not computed	18		3,665		61,745	

** Excluding units where GRAPI cannot be computed*

Data Source: U.S. Census Bureau, 2014-2018 5-Year American Community Survey, Table DP04

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ANALYSIS OF CONSTRUCTION ACTIVITY AND TRENDS

Colts Neck Township issued the highest number of new housing building permits in 2005 for 1- and 2-family units compared to other years in the 15-year period studied. New housing units permitted in 1- and 2-family structures accounted for all the permits issued, including during a significantly slow permitting period since 2009, with the exception of 2014, when annual permits issued were lower than the 15-year average. There have been no permits for new housing units in multifamily or mixed-use structures in Colts Neck. The 15-year average shows that Colts Neck permitted 8 units in 1- and 2-family structures annually, and an average of 6 units in 1- and 2-family structures in the last 10 years.

Compared to Township, the County has a higher number of permits issued for new units in multifamily structures, while maintaining a relatively stable balance between new units in 1- and 2-family structures and multifamily structures. In the cumulative 15-year study period, 1- and 2-family units accounted for 64.2% in Monmouth County, 35% of new multifamily units and 0.7% of new mixed-use housing units.

Table 38: Comparison of Housing Units Authorized by Building Permits for New Construction for Colts Neck Township and Monmouth County, 2004-2018 and 15-year and 10-year total and averages

Year	Colts Neck Township							Monmouth County						
	Total	1&2 family		Multifamily		Mixed use		Total	1&2 family		Multifamily		Mixed use	
		Units	Percent	Units	Percent	Units	Percent		Units	Percent	Units	Percent	Units	Percent
2005	18	18	100.0%	0	0.0%	0	0.0%	2,536	1,844	72.7%	678	26.7%	14	0.6%
2006	11	11	100.0%	0	0.0%	0	0.0%	1,980	1,316	66.5%	662	33.4%	2	0.1%
2007	14	14	100.0%	0	0.0%	0	0.0%	1,918	1,006	52.5%	891	46.5%	21	1.1%
2008	9	9	100.0%	0	0.0%	0	0.0%	1,159	769	66.4%	361	31.1%	29	2.5%
2009	5	5	100.0%	0	0.0%	0	0.0%	880	648	73.6%	228	25.9%	4	0.5%
2010	6	6	100.0%	0	0.0%	0	0.0%	791	603	76.2%	188	23.8%	0	0.0%
2011	5	5	100.0%	0	0.0%	0	0.0%	791	628	79.4%	163	20.6%	0	0.0%
2012	6	6	100.0%	0	0.0%	0	0.0%	964	654	67.8%	302	31.3%	8	0.8%
2013	7	7	100.0%	0	0.0%	0	0.0%	1,405	1,178	83.8%	217	15.4%	10	0.7%
2014	10	10	100.0%	0	0.0%	0	0.0%	1,335	980	73.4%	334	25.0%	21	1.6%
2015	6	6	100.0%	0	0.0%	0	0.0%	1,146	807	70.4%	334	29.1%	5	0.4%
2016	5	5	100.0%	0	0.0%	0	0.0%	1,869	826	44.2%	1,033	55.3%	10	0.5%
2017	7	7	100.0%	0	0.0%	0	0.0%	1,702	898	52.8%	781	45.9%	23	1.4%
2018	7	7	100.0%	0	0.0%	0	0.0%	1,783	842	47.2%	933	52.3%	8	0.4%
2019	5	5	100.0%	0	0.0%	0	0.0%	1,153	755	65.5%	394	34.2%	4	0.3%
15-YR TOTAL	**121**	**121**	**100.0%**	**0**	**0.0%**	**0**	**0.0%**	**21,412**	**13,754**	**64.2%**	**7,499**	**35.0%**	**159**	**0.7%**
15-YR AVG.	**8**	**8**	**100.0%**	**0**	**0.0%**	**0**	**0.0%**	**1,427**	**917**	**66.0%**	**500**	**33.2%**	**11**	**0.7%**
10-YR TOTAL	**64**	**64**	**100.0%**	**0**	**0.0%**	**0**	**0.0%**	**12,939**	**8,171**	**63.2%**	**4,679**	**36.2%**	**89**	**0.7%**
10-YR AVG.	**6**	**6**	**100.0%**	**0**	**0.0%**	**0**	**0.0%**	**1,294**	**817**	**66.1%**	**468**	**33.3%**	**9**	**0.6%**

Data Source: New Jersey Department of Community Affairs

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Colts Neck Township issued 4 certificates of occupancy (COs) in 2019, compared to 11 COs issued in 2018, all for units in 1- and 2-family structures. The Township had no COs issued in multifamily and mixed-use structures, reflecting the trend in new housing permits issued. In the period between 2010 and 2017, Colts Neck issued COs less than its 15-year average of 9 COs annually.

In comparison, the County issued about two-thirds of its COs for units in 1- and 2-family structures and about one-third of the COs for units in multifamily structures. Housing units in mixed-use structures were issued a small percentage of the total COs in the County. The 15-year average shows that Colts Neck issued COs for about 9 units in 1- and 2-family structures and only 5 housing units certified for occupancy each year in the past 10 years.

Table 39: Comparison of Housing Units Certified for Occupancy for Colts Neck Township and Monmouth County, 2004-2018 and 15-year and 10-year total and averages

Year	Colts Neck Township							Monmouth County						
	Total	1&2 family		Multifamily		Mixed use		Total	1&2 family		Multifamily		Mixed use	
		Units	Percent	Units	Percent	Units	Percent		Units	Percent	Units	Percent	Units	Percent
2005	29	29	100.0%	0	0.0%	0	0.0%	2,029	1,536	75.7%	484	23.9%	9	0.4%
2006	10	10	100.0%	0	0.0%	0	0.0%	1,898	1,534	80.8%	355	18.7%	9	0.5%
2007	10	10	100.0%	0	0.0%	0	0.0%	1,555	1,098	70.6%	451	29.0%	6	0.4%
2008	14	14	100.0%	0	0.0%	0	0.0%	1,838	976	53.1%	851	46.3%	11	0.6%
2009	14	14	100.0%	0	0.0%	0	0.0%	1,096	743	67.8%	349	31.8%	4	0.4%
2010	5	5	100.0%	0	0.0%	0	0.0%	994	634	63.8%	357	35.9%	3	0.3%
2011	5	5	100.0%	0	0.0%	0	0.0%	622	517	83.1%	105	16.9%	0	0.0%
2012	4	4	100.0%	0	0.0%	0	0.0%	767	570	74.3%	195	25.4%	2	0.3%
2013	4	4	100.0%	0	0.0%	0	0.0%	1,142	763	66.8%	373	32.7%	6	0.5%
2014	2	2	100.0%	0	0.0%	0	0.0%	985	873	88.6%	108	11.0%	4	0.4%
2015	7	7	100.0%	0	0.0%	0	0.0%	1,003	761	75.9%	225	22.4%	17	1.7%
2016	6	6	100.0%	0	0.0%	0	0.0%	928	698	75.2%	224	24.1%	6	0.6%
2017	5	5	100.0%	0	0.0%	0	0.0%	1,012	691	68.3%	313	30.9%	8	0.8%
2018	11	11	100.0%	0	0.0%	0	0.0%	1,208	778	64.4%	421	34.9%	9	0.7%
2019	4	4	100.0%	0	0.0%	0	0.0%	715	408	57.1%	300	42.0%	7	1.0%
15-YR TOTAL	**130**	**130**	**100.0%**	**0**	**0.0%**	**0**	**0.0%**	**17,792**	**12,580**	**70.7%**	**5,111**	**28.7%**	**101**	**0.6%**
15-YR AVG.	**9**	**9**	**100.0%**	**0**	**0.0%**	**0**	**0.0%**	**1,186**	**839**	**71.0%**	**341**	**28.4%**	**7**	**0.6%**
10-YR TOTAL	**53**	**53**	**100.0%**	**0**	**0.0%**	**0**	**0.0%**	**9,376**	**6,693**	**71.4%**	**2,621**	**28.0%**	**62**	**0.7%**
10-YR AVG.	**5**	**5**	**100.0%**	**0**	**0.0%**	**0**	**0.0%**	**938**	**669**	**71.7%**	**262**	**27.6%**	**6**	**0.6%**

Data Source: New Jersey Department of Community Affairs

All of the housing units demolished in Colts Neck have been in 1- and 2-family structures. This trend is reflected in the higher percentage of demolitions in 1- and 2-family structures in Monmouth County. The County also has a much higher demolition rate in multifamily and mixed-use structures, which are absent in Colts Neck. The 15-year average shows that Colts Neck demolished a total of about 6 units in 1- and 2-family each year, and an average of 4 units per year for the past 10 years from 2010 to 2019.

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Table 40: Comparison of Housing Units Demolished in Colts Neck Township and Monmouth County, 2004-2018 and 15-year and 10-year total and averages

Year	Colts Neck Township							Monmouth County						
	Total	1&2 family		Multifamily		Mixed use		Total	1&2 family		Multifamily		Mixed use	
		Units	Percent	Units	Percent	Units	Percent		Units	Percent	Units	Percent	Units	Percent
2005	11	11	100.0%	0	0.0%	0	0.0%	445	400	89.9%	9	2.0%	36	8.1%
2006	11	11	100.0%	0	0.0%	0	0.0%	450	425	94.4%	13	2.9%	12	2.7%
2007	6	6	100.0%	0	0.0%	0	0.0%	398	334	83.9%	29	7.3%	35	8.8%
2008	10	10	100.0%	0	0.0%	0	0.0%	396	311	78.5%	69	17.4%	16	4.0%
2009	5	5	100.0%	0	0.0%	0	0.0%	292	240	82.2%	37	12.7%	15	5.1%
2010	3	3	100.0%	0	0.0%	0	0.0%	343	273	79.6%	66	19.2%	4	1.2%
2011	4	4	100.0%	0	0.0%	0	0.0%	335	295	88.1%	33	9.9%	7	2.1%
2012	4	4	100.0%	0	0.0%	0	0.0%	443	279	63.0%	144	32.5%	20	4.5%
2013	3	3	100.0%	0	0.0%	0	0.0%	940	898	95.5%	20	2.1%	22	2.3%
2014	3	3	100.0%	0	0.0%	0	0.0%	528	492	93.2%	14	2.7%	22	4.2%
2015	2	2	100.0%	0	0.0%	0	0.0%	450	399	88.7%	49	10.9%	2	0.4%
2016	9	9	100.0%	0	0.0%	0	0.0%	582	371	63.7%	205	35.2%	6	1.0%
2017	10	10	100.0%	0	0.0%	0	0.0%	564	410	72.7%	150	26.6%	4	0.7%
2018	3	3	100.0%	0	0.0%	0	0.0%	356	339	95.2%	16	4.5%	1	0.3%
2019	3	3	100.0%	0	0.0%	0	0.0%	305	304	99.7%	0	0.0%	1	0.3%
15-YR TOTAL	**87**	**87**	**100.0%**	**0**	**0.0%**	**0**	**0.0%**	**6,827**	**5,770**	**84.5%**	**854**	**12.5%**	**203**	**3.0%**
15-YR AVG.	**6**	**6**	**100.0%**	**0**	**0.0%**	**0**	**0.0%**	**455**	**385**	**84.6%**	**57**	**12.4%**	**14**	**3.0%**
10-YR TOTAL	**44**	**44**	**100.0%**	**0**	**0.0%**	**0**	**0.0%**	**4,846**	**4,060**	**83.8%**	**697**	**14.4%**	**89**	**1.8%**
10-YR AVG.	**4**	**4**	**100.0%**	**0**	**0.0%**	**0**	**0.0%**	**485**	**406**	**83.9%**	**70**	**14.4%**	**9**	**1.7%**

Data Source: New Jersey Department of Community Affairs

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Colts Neck Township issued permits for 9,206 sft of total non-residential space annually as shown by the 15-year average, of which over 90% was other non-residential space and about 10% was office space. There was no retail development within the Township in the past 15 years. In comparison, Monmouth County had a 15-year average of about 2.5 million sft per year, of which about 71% was other non-residential, 18.5% was office space and 10.5% was retail space.

As defined by the NJ Department of Community Affairs, "other" non-residential development includes A-1, A-2, A-3, A-4, A-5, multifamily / dormitories, hotel / motel, education, industrial, hazardous, institutional, storage, and signs, fences, utility & misc. For the purpose of this analysis, "signs, fences, utility & misc." were not used since they do not represent the total development within the Township.

Table 41: Comparison of Non-Residential Construction Permitted (in square feet) in Colts Neck Township and Monmouth County, 2000-2018 and 15-year and 10-year total and averages

YEAR	Colts Neck Township						
	Total NonRes**	Office		Retail		Other*	
	Number SFT	Number SFT	Percent	Number SFT	Percent	Number SFT	Percent
2005	35,052	7,400	21.1%	0	0.0%	27,652	78.9%
2006	4,218	0	0.0%	0	0.0%	4,218	100.0%
2007	32,765	9,953	30.4%	0	0.0%	22,812	69.6%
2008	14,201	996	7.0%	0	0.0%	13,205	93.0%
2009	1,631	0	0.0%	0	0.0%	1,631	100.0%
2010	567	0	0.0%	0	0.0%	567	100.0%
2011	9,415	0	0.0%	0	0.0%	9,415	100.0%
2012	18,609	10,744	57.7%	0	0.0%	7,865	42.3%
2013	5,158	0	0.0%	0	0.0%	5,158	100.0%
2014	2,343	0	0.0%	0	0.0%	2,343	100.0%
2015	2,696	0	0.0%	0	0.0%	2,696	100.0%
2016	1,667	0	0.0%	0	0.0%	1,667	100.0%
2017	410	0	0.0%	0	0.0%	410	100.0%
2018	2,742	0	0.0%	0	0.0%	2,742	100.0%
2019	6,619	0	0.0%	0	0.0%	6,619	100.0%
15-YEAR TOTAL	**138,093**	**29,093**	**21.1%**	**0**	**0.0%**	**109,000**	**78.9%**
15-YEAR AVG.	**9,206**	**1,940**	**7.7%**	**0**	**0.0%**	**7,267**	**92.3%**
10-YEAR TOTAL	**50,226**	**10,744**	**21.4%**	**0**	**0.0%**	**39,482**	**78.6%**
10-YEAR AVG.	**5,023**	**1,074**	**21.4%**	**0**	**0.0%**	**3,948**	**94.2%**

YEAR	Monmouth County						
	Total NonRes**	Office		Retail		Other*	
	Number SFT	Number SFT	Percent	Number SFT	Percent	Number SFT	Percent
2005	3,403,834	672,563	19.8%	531,289	15.6%	2,199,982	64.6%
2006	4,701,669	937,008	19.9%	197,248	4.2%	3,567,413	75.9%
2007	3,701,768	968,794	26.2%	400,940	10.8%	2,332,034	63.0%
2008	1,985,290	318,481	16.0%	414,612	20.9%	1,252,197	63.1%
2009	1,732,149	293,900	17.0%	61,926	3.6%	1,376,323	79.5%
2010	1,519,039	343,680	22.6%	282,233	18.6%	893,126	58.8%
2011	1,140,091	320,603	28.1%	104,300	9.1%	715,188	62.7%
2012	1,618,402	249,063	15.4%	233,940	14.5%	1,135,399	70.2%
2013	1,996,992	340,222	17.0%	177,855	8.9%	1,478,915	74.1%
2014	1,608,864	282,481	17.6%	312,136	19.4%	1,014,247	63.0%
2015	1,742,567	384,157	22.0%	160,413	9.2%	1,197,997	68.7%
2016	3,519,714	547,984	15.6%	145,787	4.1%	2,825,943	80.3%
2017	3,526,123	412,057	11.7%	110,882	3.1%	3,003,184	85.2%
2018	3,478,590	414,509	11.9%	265,417	7.6%	2,798,664	80.5%
2019	1,737,024	306,076	17.6%	115,411	6.6%	1,315,537	75.7%
15-YEAR TOTAL	**37,412,116**	**6,791,578**	**18.2%**	**3,514,389**	**9.4%**	**27,106,149**	**72.5%**
15-YEAR AVG.	**2,494,141**	**452,772**	**18.5%**	**234,293**	**10.4%**	**1,807,077**	**71.1%**
10-YEAR TOTAL	**21,887,406**	**3,600,832**	**16.5%**	**1,908,374**	**8.7%**	**16,378,200**	**74.8%**
10-YEAR AVG.	**2,188,741**	**360,083**	**18.0%**	**190,837**	**10.1%**	**1,637,820**	**71.9%**

** "Other" does not include non-residential building permits issued for "signs, fences, utility and misc."*

*** Total includes a limited number of uses and square feet permitted as indicated in the "Other" category*

Data Source: New Jersey Department of Community Affairs

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FORECASTS AND PROJECTIONS

Colts Neck Township and Monmouth County are served by the North Jersey Transportation Planning Authority (NJTPO), one of New Jersey's three metropolitan planning organizations. The NJTPA oversees more than $2 billion in transportation improvement projects within its region and provides a forum for interagency cooperation and public input. It also sponsors and conducts studies, assists County planning agencies and monitors compliance with national air quality goals.

The NJTPA regularly publishes population and employment projections for its constituent municipalities and counties. Table 42, Long-Term Population, Household and Employment Projections 2015-2045, indicates a 0.3% annual increase in Colts Neck's population and a 0.6% increase in Colts Neck's households from 2015 to 2045, compared to 0.2% increase in population and 0.4% increase in households in Monmouth County. Employment is forecast to increase by 0.6% annually between 2015 and 2045 in Colts Neck and by 0.4% annually in Monmouth County.

Table 42: Long-term Population, Household and Employment Forecasts, Colts Neck Township and Monmouth County, 2015-2045

	Colts Neck Township	Monmouth County
Population		
2015 Population	10,185	631,442
2045 Population	11,264	671,946
Annualized % Population Change 2015-2045	0.3%	0.2%
Households		
2015 Households	3,338	238,584
2045 Households	3,992	265,293
Annualized % Household Change 2015-2045	0.6%	0.4%
Employment		
2015 Employment	2,917	265,560
2045 Employment	3,540	295,002
Annualized % Employment Change 2015-2045	0.6%	0.4%

Data Source: North Jersey Transportation Planning Authority, Plan 2045: Connecting North Jersey, Appendix A Demographic Projections - Current NJTPA Board approved Municipal Forecasts November 13, 2017

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The Fair Housing Act requires that Housing Elements and Fair Share Plans include a 10-year projection of new housing units based on the number of building permits, development applications approved, and probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b).

Annual building permits issued for new residential construction in Colts Neck during the years 2010 through 2019 averaged about 6 units per year. If the 2010-2019 rate were to remain relatively constant, Colts Neck might see 60 new additional dwelling units by the end of the next ten-year period, or by the year 2029, specifically new housing units in 1- and 2-family units.

Table 43, New Housing Building Permits Issued and New Housing Projection, provides an estimate of anticipated residential growth based on the extrapolation of prior housing activity into the future. Factors such as the actual housing permits and demolitions, real estate business cycle and physical obstacles to development may result in a lower or higher actual number.

Table 43: New Housing Building Permits Issued and New Housing Projection for Colts Neck Township, 2018

	Total Housing Units	1-& 2-family units	Multifamily Units	Mixed Use Units
2010	3	3	0	0
2011	4	4	0	0
2012	4	4	0	0
2013	3	3	0	0
2014	3	3	0	0
2015	2	2	0	0
2016	9	9	0	0
2017	10	10	0	0
2018	3	3	0	0
2019	3	3	0	0
10-Year Average of Building Permits Issued for New Housing Units	**6.0**	**6.0**	**0.0**	**0.0**
10-Year Total Projection of New Housing Units (2019-2028)	**60**	**60**	**0**	**0**

Data Source: New Jersey Department of Community Affairs

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5. Rehabilitation Documentation

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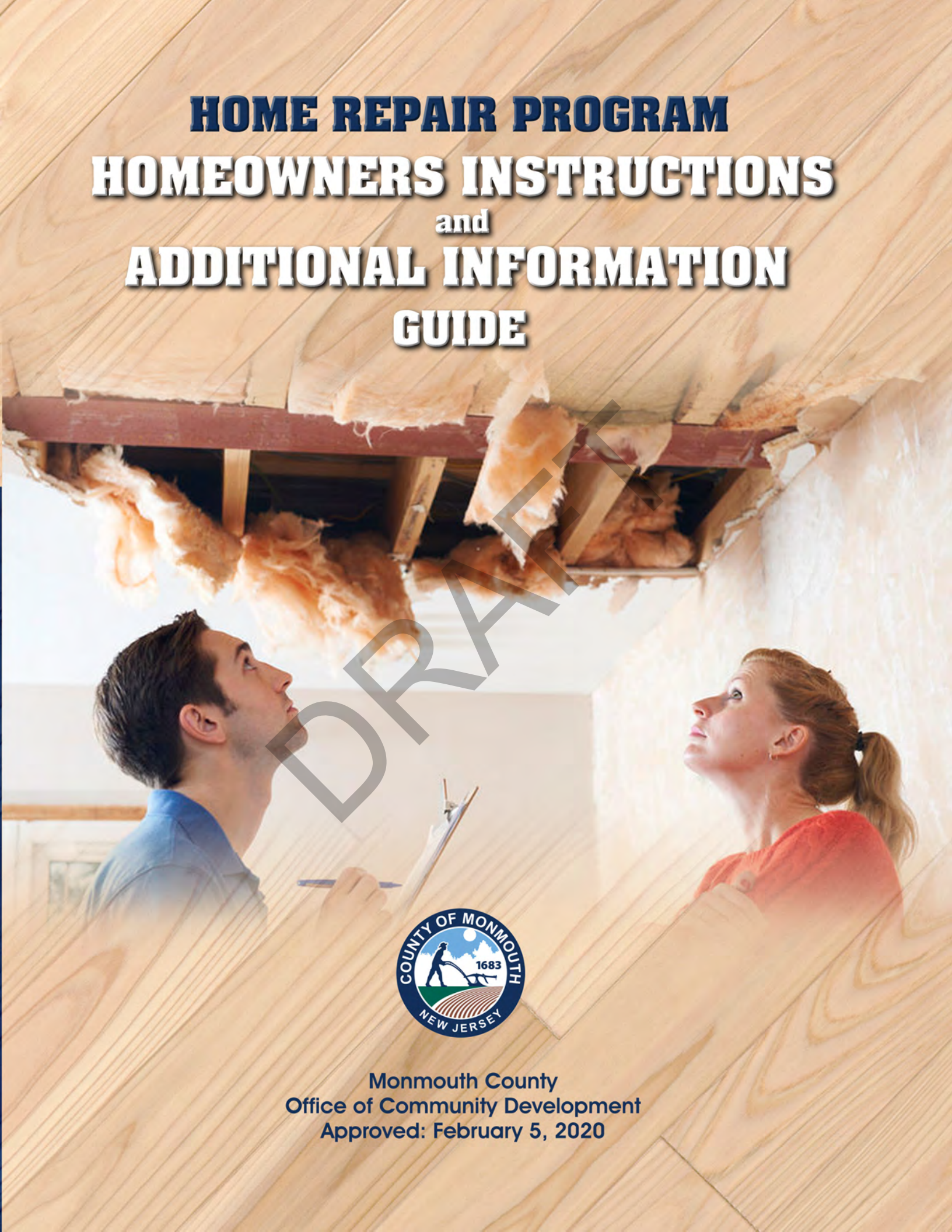
HOME REPAIR PROGRAM

HOMEOWNERS INSTRUCTIONS and ADDITIONAL INFORMATION GUIDE



Monmouth County
Office of Community Development
Approved: February 5, 2020

The Monmouth County Home Repair Program

(HRP)

Homeowner's Guide and Additional Information Guide

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Sponsored By:

Monmouth County Board of Chosen Freeholders

Thomas A. Arnone, Director

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Approved: February 05, 2020 / April 01, 2020 Income Limits Standards

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PURPOSE

The Monmouth County Home Repair Program (HRP) provides limited financial assistance for repairs, code compliancy, and accessibility modifications to eligible, income qualified Homeowners including the elderly, and disabled. Repairs are limited to those issues that affect the habitability of the home such as lack of running water, electricity, or heating/cooling. These repairs must directly affect the immediate habitability of the home.

Chapter 1 - Eligibility

A. Program Eligibility

The HRP is open to all income eligible Homeowners in Monmouth County excluding those residing in Asbury Park, Long Branch, or Middletown. Applicants may only receive HRP assistance once within a five-year period. Assistance cannot be provided for items that are eligible for repair or replacement through a private insurance claim or are the legal responsibility of a third party entity such as a condominium or homeowner association. Applicants must own and occupy the subject residence for at least one-year prior to making application. Eligibility Requirements are more specifically described below.

During the applications review process, the application will also be considered for eligibility for other housing programs administered by the Office of Community Development.

B. Program Income Limits

Assistance is provided to applicants who meet Department of Housing and Urban Development (HUD mandated low and moderate-income standards. Determination of eligibility is based on the total gross annual household income based on household size in accordance with HUD's income standards. The combined income of all adult household members is used to determine program eligibility. Income qualification is required, even if the applicant is certified as disabled or elderly.

Households must have incomes that fall below the following annual income guidelines chart Department of Housing and Urban Development (HUD) income limits as of **April, 01, 2020.**

Family Size	Income
1	$54,950.00
2	$62,800.00
3	$70,650.00
4	$78,500.00
5	$84,800.00
6	$91,100.00
7	$97,350.00
8	$103.650.00

Note: Income Standards are subject to change annually. Please verify with the Office of Community Development that you have the most current schedule.

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C. Eligible Unit

1) Owner occupied dwelling units only.
2) For a duplex unit, only the owner occupied unit is eligible (except for shared common appurtenances such as a roof or heating unit.)
3) The home must be the primary residence of the owner.

D. Ineligible Units

1) Second homes, investment properties and/or vacation homes and the like are excluded.
2) Units are not eligible for improvement if they are listed or advertised "for Sale" or "under contract" for sale.

Chapter 2 – Permitted Repairs by Category

The Program offers repairs that are categorized as follows; A. Major, B. Minor, and C. Barrier Free.

- Assistance through this program is provided to address specific repairs and/or replacements involving faulty, defective, non-code compliant, or imminently hazardous home situation or to prevent further deterioration from occurring that would later require more extensive repairs. It is not to be used for cosmetic improvements or to provide a higher level of replacement.
- Assistance through this program is provided to address specific repairs and/or replacements and modifications to allow persons with disabilities to function more independently.
- The program is not to be utilized for cosmetic improvements including but not limited to: 1) interior or exterior painting; 2) floor covering material such as carpet, vinyl, tile or hardwood
- The assistance does pertain to necessary repairs to the subfloor and/or joists; such as repairs to a floor that is sagging.
- Major and Minor repairs are limited to one specific component of the home and not intended to cover multiple unrelated repairs. For example: if the repair is a window replacement that would be one specific component with the window and trim would be the approved components of the repair.

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Specific types of repairs are as follows:

A. Major Repairs

Major repairs are intended to remedy emergency housing conditions which could pose a risk to the health and/or safety of occupants. Examples of major types of repairs may include but are not limited to:

- Faulty or inadequate heating/cooling systems ;
- Unsafe electrical systems;
- **Inoperable plumbing systems including:**
    - Lack of hot and cold running water
    - Inoperable water heater
    - Failing sanitary sewage system

- Failing well or septic systems
- leaking or ruptured waterlines

1) Electrical systems

- Lack of electricity;
- Exposed or dangerous electrical wiring;

- Structural deficiencies posing an immediate threat to health or safety;
- Includes incidental repairs related to a major system replacement or repair.

B. Minor Repairs

Minor repairs are intended to prevent further deterioration of structures or systems which, if not corrected, could eventually lead to more extensive and/or major repair work Examples of minor types of repairs may include, but are not limited to:

1. Carpentry;
   - Inoperable or damaged windows and doors;
   - Minor home repairs to prevent further deterioration;
   - Interior walls, ceilings and drywall;
   - Other small carpentry repairs;
2. Plumbing and associated fixtures such as sinks and toilets;
3. Concrete such as outdoor concrete porches, stairs and private walkways;
4. Roofing;
   - Roof Leaks;
   - Severely deteriorated or rotting roof material;
   - Gutters;
5. Electrical;
   - Circuit breaker panel;
   - Switches;
   - GFI outlets/code compliance;
     - Smoke and/or carbon monoxide detectors.

C. Barrier Free Accommodations

For the purpose of this program, any combination of barrier free modifications listed below is considered (1) Minor Repair. Barrier free modifications allow persons with disabilities to function more independently. Modifications include but are not limited to:

- Wheelchair ramps;
- Stair Lifts and Platforms;
- Bath modifications;
- Widening of doorways to accommodate wheelchairs;
- Lowering of household fixtures such as cabinets and light fixtures;
- Grab bar installation.

Exception –Stair lifts, platforms, and bath modifications qualify as (1) One Major Repair

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The Project Manager will determine the need for, type, and category of repair during the initial inspection. They will also prioritize repairs based on health and safety first, with secondary consideration given to efficiency and other factors. All repairs and installations become the responsibility of the homeowner upon project completion.

D. FINANCIAL ASSISTANCE LIMITS FOR ELIGIBLE REPAIRS

Financial assistance limits are not intended to provide Homeowners with a maximum dollar amount in eligible repair assistance by category, but rather, to provide only those repairs deemed necessary within the program guidelines.

Homeowners may not apply for more than one of the following (1) repair categories:

- One (1) major repair not to exceed $10,000 or
- Minor repairs not to exceed $5,000 or
- Barrier Free accommodations are not to exceed $5,000.00, unless authorized for a stair lift, platform, or bath modification.

Chapter 3 – Program Participation

A. Program participation guidelines are as follows:

1) Clients must own and occupy the subject residence for at least one (1) year prior to submitting an application.
2) Financial assistance limits identified above are not intended to provide clients with a maximum dollar amount in eligible repair assistance, but to provide only those repairs deemed necessary within the program guidelines.
3) Applicants are not eligible to re-apply in the Home repair Program within five (5) years of a project closeout.

B. Rehabilitation Standards

1) Rehabilitation standards used in the Monmouth County Housing Repair Program is the New Jersey Department of Community Affairs Rehabilitation Subcode. The Subcode is incorporated herein by reference.

Chapter 4 – Application Request

A. Request an application:

Please contact the Monmouth County Office of Community Development to request an application.

- Written requests to: Attn: Home Repair Program
  Office of Community Development
  Hall of Records Annex
  1 East Main Street, 2nd Floor
  Freehold, NJ 07728

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- E-mail requests to: homerepair@co.monmouth.nj.us
- Phone requests to: 732.431.7460
- Fax requests to: 732.308.2995

B. Required Documentation for Application Submittal

The application packet will include a cover letter explaining the assistance process and a check list. Applicants and co-applicants are to complete and sign the application jointly.

The following information/documentation must be included with the application to confirm program eligibility:

1) Applicant/Co-Applicant Information;

2) Marital Status;
    - If married, a copy of the marriage certificate;
    - If divorced, a copy of the divorce decree;
    - If widowed, a copy of the spouse's death certificate;
3) Additional Related and Unrelated Household Members;
4) Income & Employment Data – Provide the following that apply:
    - Copies of the last two years Federal income tax returns for all household; members 18 years of age or older. Tax returns must include all schedules and attachments. Those not required to file a Federal income tax return, must submit a notarized copy of the Affidavit of Non-Filing included in the application packet;
    - Copies of the last four paystubs for each employed household member 18 years of age and older. Also include a Verification of Employment form (VOE) from each employer;
    - Verification of employment form (VOE) from each employer;
    - Copies of most recent Social Security benefit award letter(s);
    - Copies of most recent pension benefit award letter(s);
    - Any household member collecting unemployment must provide documentation from the NJ Department of Labor related to the individual's claim;
    - Any household member 18 years of age or older not receiving income must submit a notarized Affidavit of Zero Income, included in the application packet;
5) Property Information, to be verified by the Office of Community Development;
    - Address;
    - Block and Lot;
    - Current mortgage statement or letter from mortgagee;
    - A copy of recently paid utility bill ;

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- Property tax statement from the municipality;

6) Repair(s) requested to be verified through property inspection;
7) Household Demographic Information (optional);
8) Homeowners' Insurance, proof that coverage is current and in effect;
9) Proof of Flood Insurance coverage in accordance with 24 CFR 58.6;
10) Certification of Accuracy and Completeness, signed;
11) Lead Based Paint Receipt, signed;
12) Privacy Act, signed; and
13) Affidavit of Policy Guidelines signed and notarized.

Homeowners shall be notified if their application is either incomplete or missing required documentation. The Office of Community Development cannot provide assistance until all information that is required as part of the application is submitted and deemed complete.

C. Return the Application:

Return the completed, signed, and dated application to:

Attn: Home Repair Program
Monmouth County Office of Community Development
Hall of Records Annex
1 East Main Street, 2nd Floor
Freehold, NJ 07728

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Chapter 5 – Application Review and Determination of Eligibility

Upon receipt of the application and all required documentation, the Housing Repair Coordinator shall review the submission and shall determine the eligibility of the repairs/replacement being requested as follows:

A. Household Income:

1) The applicant's income shall be calculated to determine the total gross household income for the upcoming twelve (12) months. Determination of income eligibility shall be in accordance with the HUD income guidelines. If determined ineligible, applicants may re-apply six (6) months after the determination of ineligibility.

2) Generally, estimated gross annual income figures shall be based on income reported to the IRS. Income includes but is not limited to wages, salaries, tips, commissions, alimony, overtime, pensions, social security, unemployment compensation, AFDC, disability, net income from business or real estate, and income from assets such as savings, CDs, Money Market, Mutual Funds, stocks, and bonds.

B. Unit eligibility:

The HRP Coordinator shall verify the following:

1) Property ownership through the Monmouth County Clerk's Office by conducting a deed search. A copy of the deed shall be placed in the applicant's file.
2) For mobile homes, a copy of the motor vehicle title and a copy of the mobile park rental agreement, both of which shall be placed in the applicant's file.
3) The property is located in an eligible municipality as identified on the applicant's deed, not the application.
4) The property is the applicant's primary residence as identified in the documentation submitted with the application (e.g. utility bill, benefit letters, tax returns, etc.).

The property is not listed or advertised 'for sale' either 'by owner' or on a multiple listing service (MLS) website.

C. Property Status:

The HRP Coordinator shall verify that the property is properly insured and not at risk of foreclosure by:

1) Confirming that the current mortgage statement(s) indicate all payments are current.
2) Confirming with municipal officials that property tax, water, and sewer payments are current. Property taxes must not be delinquent for any tax year unless the Homeowner has entered into a written agreement with the taxing authority outlining a payment plan for delinquent taxes and is abiding by the written agreement.
3) Confirming through insurance declaration page that the Homeowners insurance on the property is current and in effect.

D. Flood Insurance

Flood insurance is required for properties located in a special flood hazard area (SFHA) as identified on the Flood Insurance Rate Maps (FIRM) that is in effect for the community the property is located in. The HRP Coordinator shall verify flood insurance applicability using FEMA's online FIRM Address Lookup tool:

http://www.region2coastal.com/view-flood-maps-data/what-is-my-bfe-address-lookup-tool/current effective FEMA

1) SFHA Zone V/VE: An area of high flood risk subject to inundation by the 1% annual-chance flood event with additional hazards due to storm-induced velocity wave action (a 3-foot or higher breaking wave).
2) SFHA Zone A/AE: An area of high flood risk subject to inundation by the 1% annual-chance flood event.

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3) SFHA Zone AO: An area of high flood risk subject to inundation by 1% annual-chance shallow flooding where average depths are between one and three feet.

4) Non-SFHA Zone X: Areas of low flood risk outside the 1%- and 0.2%-annual chance floodplains.

Where flood insurance is required, the applicant must provide proof that existing coverage exceeds the cost of repairs anticipated through the HRP.

E. HUD Lead Safe Housing Rules

Federally funded rehabilitation assistance of requires pre-1978 property units to be evaluated by a risk assessment and all lead hazards must be addressed by interim controls using lead safe work practices. Interim control measures will be evaluated on a case by case basis to determine if the financial feasibility of the project affects program eligibility. The Project Manager will conduct a lead risk hazard assessment for the proposed scope of work to determine compliance with HUD's Lead Safe Housing Rules, 24 CRF Part 35 www.hud.gov/sites/documents/DOC_12347.pdf

F. HRP Approval/Disapproval

- If Approved: The HRP Coordinator will notify the Applicant by both mail and e-mail (if available) to inform them that a Project Manager will be contacting them to arrange a home inspection.
- If Disapproved: The HRP Coordinator will notify the Applicant by both mail and e-mail (if available) that the application has been disapproved. The correspondence to the Applicant will outline the reasons for disapproval and ways to rectify eligibility if possible. The HRP Coordinator will then close the file.

Note: The Office of Community Development reserves the right to close any file that remains inactive for a period of 30 days or longer.

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Chapter 6 – Scoping and Approving the Repair

The assigned Project Manager (PM) shall schedule an appointment with the Applicant to conduct an initial inspection to evaluate the request for assistance which includes evaluation of the following:

- Determination of the actual need and scope for the home repair requested;
- Designation of the appropriate category of repair (Major, Minor, or Barrier Free) based upon estimated costs, materials, skills and/or amount of labor necessary to complete the scope of work.
- Based on the estimated cost, the PM will initiate and coordinate the lead hazard risk assessment per HUD 24CFR Part 35.
- The financial feasibility of repairs within the limits of the Home Repair Program.

Note: HRP may not be used to refinance repairs or improvements already in progress or completed.

1) During the appointment, the PM will provide the applicant with a verbal overview of the Housing Repair Program. The client's participation in gathering the quotes and the basic steps involving the repair process will be discussed in detail. The PM will advise Homeowner of their responsibility to pay for any and all costs in excess of the approved HRP financial assistance limits.

2) If the PM determines the proposed repair(s) meets program criteria, they will proceed to creating the written Scope of Work. The PM will also provide additional verbal information and instructions helpful to the client in preparation of the repair such as pre-construction tasks (e.g. relocating personal items, cleaning and preparing, providing unobstructed access, and disclose anticipated time frames relating to the specific work.)

3) If the PM determines the proposed repair(s) do not meet program criteria, they will perform a cursory inspection of the residence to see if any initially unidentified repairs could qualify for the program.

4) Following the cursory inspection, if the PM is able to identify eligible repairs, then she/he will draft a detailed report for the file explaining the findings on the premises. Pending the Applicant's approval, the PM will proceed to the cost estimate process. (or)

5) Following the cursory inspection, if the PM is unable to identify eligible repairs, then they will draft a detailed report for the file explaining the findings on the premises. The HRP Coordinator will then notify the Applicant by both mail and e-mail (if available) the reason why proposed 'Scope of Work' is ineligible under the guidelines of the Home Repair Program. The HRP Coordinator will then close the file.

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Note: From This point forward, The Applicant is now a Client of the Home Repair Program.

Chapter 7 – Obtaining Three (3) Contractor Quotes

The Project Manager will instruct the Homeowner that they must obtain quotes from at least three (3) qualified contractors. The Client shall have the three (3) quotes scheduled and completed by their choice of contractor within three (3) week period from receipt of their written notification. Extensions to the three (3) week period may be considered for approval via verbal or written request to the Project Manager. The contractors shall submit their quotes directly to the Project Manager.

Note: The client must provide the contractor with a copy of the approved Scope of Work at the time of the scheduled visit. Three (3) copies are provided to the client with the approved contractors list via mail by the project Coordinator.

The Client will have the following three (3) options to choose from for the contractor selection process:

Option 1 | The Project Manager will provide the Homeowner with a list of eligible contractors from the HRP approved Contractors' List, who are able to perform the approved scope of work. The Homeowner will then obtain proper quotes from three (3) contractors of their choosing from the list.
Option 2 | The Homeowner may invoke their privilege to obtain a quote by choosing a contractor that is not on our Approved Contractor's List, from any qualified state licensed contractors of their choice. When choosing this option, additional time may be necessary in the quote process due to the following steps that are required to be completed: Contractors applying shall be properly assessed for current licensing, insurance, and a verified reference check. The Project Coordinator shall conduct a complete review of the required documentation and shall submit a reference check to the New Jersey Department of Community Affairs. Once the requirements have been satisfied the final approval and/or denial shall be provided in writing by the Project Coordinator to the contractor.

Note: The program requires a minimum of three (3) quotes in total to be submitted using either Option 1 and/or Option 2.

Homeowners wishing to choose their own contractor must provide the Project Manager or HRP Coordinator with the following contractor information:

1) Copy of the W-9 Tax ID Form;
2) New Jersey Business Registration Certificate;
3) Current New Jersey contractor's License ;
4) Certificate of Insurance for Liability and Workman's Compensation with a minimum coverage of $1,000,000.00; and
5) Lead Safe Work Practices Certification (if required).

Option 3 | The Homeowner may authorize the Project Manager to solicit quotes on their behalf from all the contractors on the HRP Approved Contractors' List. Assistance in soliciting quotes on the client's behalf is offered to accommodate clients with special circumstances or needs. Requests shall be made in either written or verbal for to the Project Manager.

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The Client shall not authorize anyone to perform work without approval from the County. If a client authorizes work to commence without prior consent from the County in the form of a Proceed to Work Order, the Homeowner shall assume all responsibility for payment of said work to the contractor.
Contractors that submit the above referenced information will be added to the potential contractors list upon satisfactory completion of one (1) Home Repair Program project in accordance with program requirements.
In the event the contractor finds an omission of information with the approved Scope of Work, the contractor shall promptly notify the Project Manager to request the missing information. Clients should not be presented with questions or suggestions regarding the scope of work, omissions, alternate designs, methods and/or deviations directly. It is the Project Managers duty to ensure all suggested materials and methods are listed and approved per the HRP Operating Procedures Manual

and the Department of Housing and Urban Development (HUD) Regulations prior to presenting alternate design and/or material changes.

Chapter 8 – Award of Contract

A. Guidelines are as follows:

1) The Project Manager will review the submitted cost estimates by selected contractors and determine which proposal best meets the program requirements and satisfies the scope of work at the lowest cost. The final approval of quote is at the sole discretion of the Project Manager and the Director of Community Development. Upon completion of the review, the Project Manager will provide the HRP Coordinator with the information necessary to award the contract.
2) The contractor will be notified by the HRP Coordinator of the pending contract award. All contractor information (see Chapter 7, Option 2above) must be received before the contract is formally awarded. The HRP Coordinator will mail the contract to the contractor, which must be executed (signed) by both (1) the contractor and (2) the Client and returned to the HRP Coordinator prior to the issuance of a 'Proceed to Work Order'
3) If the 'Scope of Work' needs to be revised during the performance of the contract due to unforeseen conditions, a Change Order including a revised cost estimate must be proved by the contractor. A revised Scope of Work must be reviewed and approved by the Project Manager and the Director of the Office of Community Development.

Chapter 9 – Property Conditions and Client Provisions

A. Responsibilities per the client are as follows:

1) It is the sole responsibility of the Client to provide and maintain safe, sanitary, and unobstructed working environment. The environment must be suitable to accommodate the safety, health, and well-bring of the construction workers, and inspectors. This also includes adjacent areas that may need to serve as access for the repair. The environment shall be maintained from the commencement of the initial inspection through to the completion of the project. The Project Manager shall determine the suitability of the environment and notify the client in writing immediately if there are concerns. Failure to mitigate the concerns may result in delay or denial of the application, project delays and/or termination of the contract.
2) It is the clients' responsibility to have all personal items and/or furniture to be temporarily relocated if required by the PM. Contractors and inspectors shall not move personal items.
3) It is the obligation of the client to adhere to the agreed scheduled dates of work arranged with the contractor throughout the project. If the work requires re-scheduling due to unforeseen circumstances both the contractor and Project Manager shall be notified immediately for re-scheduling.
4) The client or a designated person shall be present for all interior repairs. The designated person must be age eighteen (18) years or older. Work cannot be performed without a designated person present. Exterior work is exempt from this requirement.

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5) It is the obligation of the client to provide permissions to access the property at all stages of the project to fully allow work and/or inspections to be conducted and completed by all parties. Failure to comply may result in project delays and/or termination of contract. Failure to permit a reasonable inspection and/or completion of work shall result in a waiver of the Homeowner's complaint, to which the Homeowner shall indemnify and hold harmless the County of Monmouth for any claims relating thereto.

Chapter 10 - General Contract Provisions

A. Permits:

1) It is the responsibility of the contractor to secure all necessary building permits prior to beginning work. The contractor must post the permits in a front window or door of the residence as prescribed by law. The contractor must notify the Project Manager and local building official before closing up walls on plumbing and electrical improvements to allow for proper inspections.

2) All required building permits and associated fees (e.g. Gas main line connection fees, Meter connection fees, Health Department fees, etc.) must be itemized on all quotes that are submitted. Change orders cannot be approved for permit or related fees that were omitted from the approved quote.

3) The contractor must provide copies of all required permits or a letter from the municipal building department stating that permits are not required to the Program Manager before requesting payment.

4) Failure to comply with these requirements will result in a delay of payment or nonpayment to the contractor.

B. Liability and Workers Compensation Insurance: As stated in Section K, the contractor shall provide a Certificate of Insurance for Liability and Workman's Compensation to be kept in the Homeowner's file. The Certificate of Insurance shall specifically name the County of Monmouth and the Homeowner as the insured parties.

1) The contractor shall indemnify and hold harmless the County of Monmouth and the Homeowner from liability for any injury or damages to persons or property resulting from his prosecution of work under this agreement. Coverage shall be not less than $1,000,000.00.

2) The contractor must carry and require all sub-contractors to carry full and complete workers compensation insurance for all employees and those of sub-contractor(s) engaged in work on the contract premises. Furthermore, the contractor shall procure and maintain all insurance necessary to compensate and indemnify the County of Monmouth and the Homeowner for any or all claims arising from the contract.

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3) The contractor and Homeowner shall indemnify and hold harmless the County of Monmouth for any work completed by the Contractor that is not approved by or covered under the applicable contract.

C. Assignment:

The contractor shall not assign the Construction Agreement in whole, to a sub-contractor or to another contractor without the prior written consent of the homeowner and the HRP Project Manager.

Chapter 11 - Warranty of Work

The contractor must warrant that all work under the contract shall be free from defect arising from the equipment, material, and performance of the contractor and any sub-contractor for a period of one-year. The one-year warranty becomes effective from the date the Homeowner signs the Certificate of Completion.

Homeowners that believe they are experiencing a warranty related issue must contact the HRP Project Manager who will record the notification in the Homeowner's file. To verify the Homeowner's complaint, the Project Manager will conduct an inspection and document the findings.

- If the Project Manager determines that the complaint is unrelated to work performed through the HRP, they will inform the Homeowner in writing.
- If the Project Manager determines the complaint is covered under warranty, then she/he shall contact the contractor in writing, cc'd to the Homeowner, instructing the contractor to resolve the warranty issue.

The contractor will be allowed fifteen (15) business days from receipt of notice to resolve a valid warranty complaint. Emergency warranty items (e.g. No heat in winter, burst pipes, etc.) require action within 24 hours of verbal notification of a problem which shall be followed up in writing.

Failure to resolve any valid warranty issue within the prescribed time frame may result in temporary and/or permanent removal from the HRP Approved Contractors List.

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Chapter 12 – Materials, Methods and Restrictions

A. Materials and Methods are as follows:

1) All building materials are classified standard residential building materials, standard contractor's grade.
2) Commercial grade and or upgraded materials are not permitted in any case.
3) All installation work is considered standard residential building installation methods, installed to meet the current minimum code requirements, and determined by the most cost effective layout design.

4) Aesthetic preferences are not required to be given consideration in any case above these standard values for materials or methods.
5) If Lead Abatement is a requirement of the approved Scope of Work, the Lead Abatement must be performed and completed in advance of any additional repair or replacement. Non-Lead related work cannot be started prior to satisfying this requirement.

Side work, defined as any additional work that is negotiated between the contractor and client that is not listed in the Approved Scope of Work is not permitted to be started before the contracted work has been completed and signed off by all designated parties. The HRP Project Manager shall have the ability to inspect the property during the work and upon its completion. The Homeowner shall provide reasonable access of the property to the Project Manager. Failure to permit access may result in a termination of this agreement.

Chapter 13 – Project Closure

The contractor shall notify the HMP Project Manager when the project is complete and ready for final inspection. The Project Manager will then make an appointment with the Homeowner to conduct a final inspection of the property.

Once the Project Manager has determine that all items in the scope of work have been satisfactory completed, the Project Manager will issue a 'Certificate of Completion' for signature by the both the contractor and the Homeowner. The Project Manager will then provide the contractor with a 'Voucher' to be signed and submitted to the Project Manager along with invoices for payment of work completed in accordance with the approved scope of work.

Note: The 1-year materials and labor warranty on the contractor's repair(s) becomes effective from the date the Homeowner signs the Certificate of Completion. The Homeowner's signature is not a requirement in order to pay the contractor for work determined to be satisfactorily completed by the Project Manager.

Requests for payments are submitted by the Director of Community Development to the County Finance Department for placement on the Board of Chosen Freeholder agenda for authorization.

All repairs and installations are the responsibility of the homeowner upon project closure.

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Sponsored by the

Monmouth County
Board of Chosen Freeholders

Thomas A. Arnone, Director
Susan M. Kiley, Deputy Director
Lillian G. Burry
Pat Impreveduto
Nick DiRocco

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Program Administrator

Monmouth County Division of Planning
Office of Community Development
Hall of Records Annex, 2nd Floor
One East Main Street
Freehold, NJ 07728

Phone: 732-431-7460

Fax: 732-308-2995

Email: homerepair@co.monmouth.nj.us

6. RCA – City of Long Branch Documentation

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State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
101 SOUTH BROAD STREET
PO BOX 813
TRENTON, NJ 08625-0813
(609) 292-3000
FAX: (609) 633-6056
coahmail@dca.state.nj.us

JON S. CORZINE
Governor

SUSAN BASS LEVIN
Commissioner

LUCY VOORHOEVE
Executive Director

RECEIVED
JUN 20 2006
CLARKE CATON HINTZ

June 15, 2006

The Honorable Adam Schneider
Mayor, City of Long Branch
344 Broadway
Long Branch, NJ 07740-6995

Dear Mayor Schneider:

Enclosed please find a copy of a resolution that was passed by the Council on Affordable Housing (COAH) on June 14, 2006 recommending that the court approve a 107-unit Regional Contribution Agreement (RCA) between Colts Neck Township/Monmouth County and Long Branch City/Monmouth County. The RCA is included in Colts Neck's 1987-1999 housing element and fair share plan that received a judgment of compliance and repose in June 2004. Sixty-seven units are being transferred at $25,000 per unit and 32 units transferred at $32,500 per unit for a total transfer of $2,915,000.

No funds should be transferred by Colts Neck until the amended RCA Contract is executed by Colts Neck and Long Branch and an RCA Escrow Agreement is executed by Long Branch, its RCA Bank and COAH.

If you have any questions, please call Kathy McGlinchy, at (609) 292-1097.

Sincerely,

Lucy Voorhoeve

Lucy Voorhoeve
Executive Director

enclosure
c: attached service list
Kathy McGlinchy, COAH

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Honorable Adam Schneider
City of Long Branch
344 Broadway
Long Branch, NJ 07740-6994

Honorable Kenneth F. Florek
Township of Colts Neck
124 Cedar Drive
Colts Neck, NJ 07722-0249

Mr. Jacob Jones
Director of Community Development
City of Long Branch
344 Broadway
Long Branch, NJ 07740-6994

Mr. Timothy Anfuso, Planner
Township of Colts Neck
124 Cedar Drive
Colts Neck, NJ 07722-0249

Mr. James Aaron, Esq.
Ansell, Zaro, Grimm & Aaron
1500 Lawrence Avenue
CN 7087
Ocean, NJ 07712

Mr. Philip Caton, PP, AICP
Clarke Caton Hintz
Station Place
400 Sullivan Way
Trenton, NJ 08628-3407

Mr. Howard Woolley, Administrator
City of Long Branch
344 Broadway
Long Branch, NJ 07740-6994

Honorable Ronald L. Reisner, J.S.C.
Monmouth County Court House
71 Monument Park
PO Box 1266
Freehold, NJ 07728-1266

Mr. David Sleeth
HMFA
PO Box 18550
Trenton, NJ 08650-2085

Dominic M. Manco, Esq.
Schibell and Mennie, LLC
3459 Route 9 North
Howell, NJ 07731

Mr. Edward Sampson, PP
Monmouth County Planning Board
Hall of Records Annex
1 East Main Street
Freehold, NJ 07728

Bureau of Financial Regulations
Division of Local Government Services
PO Box 803
Trenton, NJ 08625-0803

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State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
101 SOUTH BROAD STREET
PO BOX 813
TRENTON, NJ 08625-0813
(609) 292-3000
FAX: (609) 633-6056
coahmail@dca.state.nj.us

JON S. CORZINE
Governor

SUSAN BASS LEVIN
Commissioner

LUCY VOORHOEVE
Executive Director

REGIONAL CONTRIBUTION AGREEMENT FACT SHEET

Sending Municipality:	Colts Neck Township
County:	Monmouth
Region:	4
1987-1999 Precredited Need:	246 units (29 rehabilitation and 217 new)
Receiving Municipality:	Long Branch City
County:	Monmouth
Number of Units to be Transferred:	107
Project Description:	68 units of scattered site rehabilitation 39 units of new construction
Cost Per Unit:	75 units at $25,000 32 units at $32,500
Total Cost:	$2,915,000
Prepared by:	Kathleen McGlinchy
Date:	June 14, 2006
Recommendation:	Recommend Approval to Court

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EXECUTIVE SUMMARY
REGIONAL CONTRIBUTION AGREEMENT (RCA)
COLTS NECK TOWNSHIP, MONMOUTH COUNTY and
LONG BRANCH CITY, MONMOUTH COUNTY
Prepared By:
Kathleen McGlinchy
June 14, 2006

Colts Neck Township, Monmouth County, received a 1987-99 Judgment of Compliance and Repose on June 21, 2004. The Judgment was granted for three years and expires on June 21, 2007. Colts Neck has a 2nd round precredited need of 246 units, consisting of 29 units of rehabilitation and 217 units of new construction. The obligation is being addressed through 88 completed affordable units and 22 rental bonuses, a 107-unit regional contribution agreement (RCA) with the City of Long Branch, 15 rehabilitation credits and a 14-unit rehabilitation program. Colts Neck will transfer 32 units at $32,500 per unit and 75 units at $25,000 per unit for a total transfer of $2,915,000. The 32 units are addressing a portion of Colts Neck's rental obligation and require Long Branch to use the funds for newly created rental units.

Long Branch submitted a project plan to the Council on Affordable Housing (COAH), the New Jersey Housing and Mortgage Finance Agency (HMFA) and the Monmouth County Planning Board. The City proposes to use the Colts Neck RCA funds for the scattered site rehabilitation of 67 units and the new construction of 40 affordable rental units. One of the units in the rental project is reserved for a superintendent and may not receive RCA funding. The City will rehab an additional unit to fulfill the RCA obligation.

HMFA and the Monmouth County Planning Board recommended approval of the RCA.

Based upon the reviews of HMFA, the Monmouth County Planning Board, and COAH, it is concluded that the 107-unit RCA between Colts Neck and Long Branch is in accordance with sound comprehensive regional planning and is a feasible and viable means of providing realistic opportunities for the creation of low- and moderate-income housing in the region

The 107-unit RCA between Colts Neck Township and Long Branch City is recommended for approval to the court.

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RESOLUTION
REGIONAL CONTRIBUTION AGREEMENT (RCA) BETWEEN
COLTS NECK TOWNSHIP, MONMOUTH COUNTY
AND
LONG BRANCH CITY, MONMOUTH COUNTY

WHEREAS, N.J.S.A. 52:27D-312 allows a municipality to transfer up to 50 percent of its fair share obligation to another municipality within its housing region by means of a contractual agreement, known as a regional contribution agreement (RCA), into which two municipalities voluntarily enter; and

WHEREAS, Colts Neck Township, Monmouth County, is under the jurisdiction of the court; and

WHEREAS, Colts Neck has a 1987-1999 precredited need of 246 units consisting of 29 units of rehabilitation and 217 units of new construction; and

WHEREAS, on June 21, 2004, the Honorable Ronald Reisner, J.S.C., issued a Final Judgment of Compliance and Repose, which included a requirement that Colts Neck submit an RCA to COAH for review (Exhibit A); and

WHEREAS, Colts Neck proposes to transfer 32 units to Long Branch City, Monmouth County, at a cost of $32,500 per unit and 75 units at $25,000 per unit, for a total transfer of 107 units and $2,915,000; and

WHEREAS, 32 units are addressing a portion of Colts Neck's rental obligation; and

WHEREAS, this RCA with Long Branch is less than 50 percent of Colts Neck's affordable housing obligation; and

WHEREAS, the municipalities submitted an RCA Contract between Colts Neck and Long Branch for COAH review and approval (Exhibit B); and

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WHEREAS, the RCA funds were to be transferred by Colts Neck to Long Branch according to the following schedule:

1.	within 60 days COAH approval of the RCA	$1,140,000
2.	July 1, 2005	$900,000
3.	July 1, 2006	$875,000
		$2,915,000

WHEREAS, an amended RCA Agreement (Exhibit C) changed the payment schedule as follows:

1.	within 60 days COAH approval of the RCA	$1,140,000
2.	July 1, 2007	$900,000
3.	July 1, 2008	$875,000
		$2,915,000

WHEREAS, the amended payment schedule is acceptable to Philip Caton, the special court master for Colts Neck (Exhibit D); and

WHEREAS, Long Branch will use the RCA funds for a 68-unit scattered site rehabilitation program to be administered by the Long Branch Office of Community and Economic Development and for a 39 affordable rental project in a project known as Seaview Manor; and

WHEREAS, 32 units in the Seaview Manor project are addressing a portion of Colts Neck's rental obligation; and

WHEREAS, N.J.S.A. 52:27D-312(e) requires RCA receiving municipalities to prepare and submit a project plan to the New Jersey Housing and Mortgage Finance Agency (HMFA) detailing how the RCA funds will be expended for a feasibility review; and

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WHEREAS, HMFA staff conducted a feasibility review of the project plan submitted by Long Branch and on February 6, 2006, recommended approval of the Seaview Manor project and on February 22, 2006 recommended approval of the scattered site rehabilitation program with the following conditions (Exhibit E):

1. Any change in the project plan subsequent to this feasibility approval must be reviewed by the Executive Director of HMFA, when requested by COAH, to determine if a new feasibility analysis is required;
2. Long Branch's submission of its municipal audit showing disbursements of RCA funds, signed by the Mayor of the municipality, and submission of monitoring surveys, to HMFA and COAH on an annual basis; and

WHEREAS, N.J.S.A. 52:27D-312(c) requires the county planning board of the county in which the receiving municipality is located, to review the project plan to determine whether the RCA is in accordance with sound comprehensive regional planning; and

WHEREAS, on September 20, 2004, the Monmouth County Planning Board adopted a resolution recommending approval of the scattered site rehabilitation program and on April 17, 2006 recommended approval of the Seaview Manor project (Exhibit F); and

WHEREAS, COAH staff reviewed the RCA Agreements, project plan and recommendations of HMFA and the Monmouth County Planning Board.

NOW THEREFORE BE IT RESOLVED, that COAH has determined that the RCA is feasible and provides a realistic opportunity for the provision of low- and moderate-income housing, as set forth in the COAH RCA Report (Exhibit G); and

BE IT FURTHER RESOLVED that COAH hereby recommends that the court approve the RCA between Colts Neck and Long Branch for the transfer of 107 units; and

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BE IT FURTHER RESOLVED that COAH has reviewed and accepts the HMFA recommendation as to the feasibility of the project; and

BE IT FURTHER RESOLVED that COAH has reviewed and accepts the Monmouth County Planning Board resolution; and

BE IT FURTHER RESOLVED that the amended RCA Agreement will be executed within 45 days of COAH recommending approval of the RCA; and

BE IT FURTHER RESOLVED that the RCA funds shall be transferred by Colts Neck to Long Branch according to the amended payment schedule; and

BE IT FURTHER RESOLVED that Long Branch shall establish a separate interest-bearing escrow account for all monies received from Colts Neck pursuant to the RCA prior to the funds being transferred; and

BE IT FURTHER RESOLVED that Long Branch shall enter into an agreement with COAH and the bank in which the Municipality's escrow account is located, that allows COAH to direct expenditures of RCA funds if Long Branch is not in conformance with COAH's rules concerning RCAs; and

BE IT FURTHER RESOLVED that no funds are to be transferred by Colts Neck to Long Branch until the RCA escrow agreement is fully executed and COAH authorizes Colts Neck to make the initial payment; and

BE IT FURTHER RESOLVED that Long Branch shall file semi-annual reports with COAH and HMFA setting forth the progress in implementing the RCA; and

BE IT FURTHER RESOLVED that Long Branch shall file quarterly reports with COAH detailing transactions of the RCA account; and

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BE IT FURTHER RESOLVED that Long Branch shall annually submit documentation to HMFA that there exists a sufficient number of eligible applicants, projects and/or units to demonstrate continued project plan feasibility; and

BE IT FURTHER RESOLVED that Long Branch shall submit any change in the project plan, subsequent to this approval, to COAH and HMFA; and

BE IT FURTHER RESOLVED that Long Branch shall annually submit its municipal audit, signed by the Mayor, showing disbursements of RCA funds, to HMFA and COAH; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, pursuant to N.J.S.A. 5:2:27D-312(d).

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I hereby certify that the resolution was duly adopted by the Council on Affordable Housing at its public meeting on June 14, 2006.

Renée Reiss, Secretary
Council on Affordable Housing

EXHIBIT A

Judgment of Compliance and Repose

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Carl S. Bisgaier, Esquire
David R. Oberlander, Esquire
FLASTER/GREENBERG P.C.
1810 Chapel Avenue West, Third Floor
Cherry Hill, New Jersey 08002-4609
Phone: (856) 661-2269
Attorneys for Plaintiff

FILED
JUN 21 2004
RONALD LEE REISNER, J.S.C.

WESTMINSTER REALTY CORP.,

Plaintiff,

v.

TOWNSHIP OF COLTS NECK, et al.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MONMOUTH COUNTY

DOCKET NO. MON-L-2954-99
Civil Action - Mt. Laurel

FINAL JUDGMENT OF COMPLIANCE AND REPOSE

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The Court having conducted a combined "Fairness Hearing" and "Compliance Hearing" in the above-captioned matter on June 7, 2004, in the presence of Carl S. Bisgaier, Esquire, of Flaster/Greenberg P.C., attorneys for Plaintiff Westminster Realty Corp. ("**Westminster**"); Dominick M. Manco, Esquire, of Schibell & Mennie, L.L.C., attorneys for the Defendant Township of Colts Neck (the "**Township**"); Michael B. Steib, Esquire, attorney for Defendant Planning Board of the Township of Colts Neck (the "**Planning Board**"); and Michael T. Warshaw, Esq., attorney for objector Monmouth County Human Relations Commission, and the Court having heard the testimony of Philip B. Caton, P.P., AICP, the Court-appointed Master (the "**Master**"); and the Court having reviewed the Housing Element and Fair Share Plan prepared by Stan Slachetka, AICP, P.P., dated November 6, 2003, and subsequently adopted by the Planning Board and endorsed by the Township Committee and the Fair Share Plan adopted by the Township Committee (the "**Compliance Plan**") and the Settlement Agreement of Litigation, dated December 2, 2003, entered into by Westminster, the Township, and the Planning Board (the "**Settlement**

Agreement") (P-2, in evidence); and the Court having considered the May 24, 2004 Report of the Master (P-1, in evidence); and the Court further having considered the testimony of Mr. Caton, the objections of interested parties and presentations and representations of counsel; and the Court having set forth the basis for its decision in an oral opinion rendered from the bench on June 7, 2004; and for good cause shown;

IT IS, THEREFORE, ON THIS THE 21st DAY OF JUNE 2004, ORDERED AND ADJUDGED AS FOLLOWS:

1. The Settlement Agreement is approved and found to be fair and reasonable.

2. The Compliance Plan is approved and found to satisfy the Township's Second Cycle *Mount Laurel* obligation, subject to the following conditions (the enumeration of which follows the recitation of conditions set forth in the aforementioned Master's report):

(1) Having represented that it has adopted a bonding ordinance (Ordinance #2001-03) to fund the completion of the Township's rehabilitation program in the amount of $140,000 and a proposed Regional Contribution Agreement ("**RCA**") for the transfer of $2,915,000 to the City of Long Branch ("**Long Branch**"), the Township, within sixty (60) days of the date hereof, shall submit to the Master a copy of the said bonding ordinance for the Master's review and approval (Master's Report, p.12);

(2) Having represented that sixty-six (66) units at the Grande Inclusionary Development are affordable by and have been sold to eligible households, the Township, within sixty (60) days of the date hereof, shall submit to the Master a specific listing identifying each of said units, including address, number of bedrooms and whether the unit is low or moderate income for the Master's review and approval (Master's Report, p. 13).

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(3) The Township, within sixty (60) days of the date hereof, shall submit to the Master documentation regarding the proposed RCA including an adopted resolution of Long Branch's intent to enter into the RCA that specifically acknowledges the transfer of thirty-two (32) rental units for the Master's review and approval (Master's Report, p. 14);

(4) The Township, within sixty (60) days of the date hereof, shall submit to the Master a draft RCA contract between the Township and Long Branch that reflects a three-year payment schedule consistent with the approved period of repose for the Master's review and approval (Master's Report, p. 14);

(5a) The Township, within sixty (60) days of the date hereof, shall submit to the Master, for his review and approval, and all relevant approving agencies (including the County of Monmouth, the New Jersey Housing and Mortgage Finance Agency and the New Jersey Council on Affordable Housing ["**COAH**"]) its RCA Project Plan; (Master's Report, p. 15)

(5b) The Township shall submit to the Master documentation reflecting COAH's approval of the RCA (Master's Report, p. 15);

(6) The Township shall submit to the Master its Development Fee Ordinance and draft Spending Plan (which shall provide for COAH monitoring of the Township's future collection and expenditure of development fees) and, upon approval by the Master, shall adopt said ordinance within forty-five (45) days of the date hereof and said plan within sixty (60) days of the date hereof (Master's Report, p. 15);

(7) The Township, within sixty (60) days of the date hereof, shall submit to the Master its draft Escrow Agreement permitting COAH to direct the disbursement of development

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fees in the event the Township does not comply with COAH rules regarding development fees and, upon approval by the Master, shall execute said agreement (Master's Report, p. 15);

(8) ~~Upon adoption and/or execution of the aforementioned Development~~ Fee Ordinance, Spending Plan and Escrow Agreement, the Township forthwith shall submit same to COAH with a copy of this Final Judgment of Repose and, upon COAH's acceptance of the aforementioned monitoring of the development fees, shall submit to the Master proof of same (Master's Report, p. 16);

(9) The Township, within forty-five (45) days of the date hereof, shall submit to the Master copies of its adopted Fair Share Ordinance and Affirmative Marketing Ordinance, which ordinances the Master previously has reviewed and approved (Master's Report, p. 19); and

(10) The Township, within sixty (60) days of the date hereof, shall work and cooperate with the Master to update and cure deficiencies in its Affordable Housing Administrative Procedural Manual and, upon review and approval by the Maser, adopt a compliant manual consistent with the Master's input and recommendations (Master's Report, p. 19).

3. A Judgment of Repose is hereby entered in this matter in favor of the Township, to be effective for a period of three (3) years from the date hereof.

Ronald Lee Reisner

HON. RONALD G. REISNER, J.S.C.

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EXHIBIT B

RCA Agreement

DRAFT

Prepared by: _____
Dominick M. Manco, Esq.

REGIONAL CONTRIBUTION AGREEMENT (RCA) BETWEEN SENDING MUNICIPALITY AND RECEIVING MUNICIPALITY

THIS AGREEMENT is made on the 30th day of December, 2004, by and between the Township of Colts Neck (sending municipality) and the City of Long Branch (receiving municipality).

WHEREAS, the *Fair Housing Act, NJSA 52:27D-301 to 329* allows two municipalities to enter into a contractual agreement, know as a regional contribution agreement (RCA), for the transfer of up to 50 per cent of a sending municipality's fair share obligation to a receiving municipality within its housing region; and

WHEREAS, both of said municipalities believe that the execution of this RCA will be beneficial to the residents of their respective communities and the housing region; and

NOW, THEREFORE, in consideration of the promises herein set forth, and the mutual covenants and promises contained herein, the parties do by and between themselves agree as follows:

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ARTICLE 1. TRANSFER OF HOUSING OBLIGATION

The receiving municipality hereby agrees to accept, and the sending municipality agrees to transfer 107 low and moderate income units. The sending municipality has a fair share number of 246 and the above number is equal to or less than 50 percent of the sending municipality's fair share obligation. The receiving municipality agrees to apply

the funds to be paid to it hereunder so as to create or rehabilitate at least 107 units of low and moderate income hosing, of which 32 units shall be rental units in accordance with the Townships rental obligation pursuant to the Judgment of Repose entered by the Honorable Ronald Lee Reisner, J.S.C. on June 7, 2004 in the matter of *Westminster Realty v. the Township of Colts Neck, et. al.*, and in accordance with COAH requirements. At least half of these units will be affordable to low income households. In the case of scattered site rehabilitation of occupied units, the receiving community will ensure, as best as practicable, that 50 % of the rehabilitated units are occupied by low income households.

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ARTICLE 2. SENDING MUNICIPALITY'S RESPONSIBILITIES

The sending municipality agrees to pay, and the receiving municipality agrees to accept:

- The sum of $32,500.00 per rental unit transferred in payments totaling $1,040,000.00, representing the sending municipality's 32 unit rental obligation.
- The sum of $25,000.00 per non rental unit transferred in payments totaling $ 1,875,000.00, representing the sending municipality's 75 unit non rental obligation.

2.1 Payments shall be made according to the following schedule and in the following amounts:

Payment Date	**Amount**
Initial Payment within 60 days of approval of this RCA by COAH	
[32 new rental units @32,500.00 =	**$1,040,000.00**
4 scattered site rehabilitated units @25,000 per =	**100,000.00]**
	$1,140,000.00

Payment Date	**Amount**
July 1, 2005	
36 scattered site rehabilitated units @25,000 per	**$ 900,000.00**
July 1, 2006	
35 scattered site rehabilitated units @25,000 per	**$ 875,000.00**
TOTAL (32 new rentals plus 75 rehabilitated units=107 units)	**$2,915,000.00**

2.2 The aforestated payments and payment schedule are the responsibility of the sending municipality and will be paid in accordance with the above schedule regardless of the availability of any anticipated source of funding, such as developer fees.

2.3 The sending municipality has obtained all financing necessary, required by the Council on Affordable Housing (COAH) to fulfill its obligation to make the payments set forth above to the receiving municipality.

2.4 The Parties acknowledge that the sending municipality's payments to the receiving municipality as set forth above include payment on a per unit basis to defray costs of administration as allowed by COAH's rules and other reasonable and necessary expenses, including the cost of infrastructure, incurred by the receiving municipality in connection with this Agreement and that said amount is within COAH guidelines for such costs.

2.5 The sending municipality and receiving municipality are in the same county. As such, only a formal letter requesting review of the RCA and RCA project plan are required to be forwarded to the Monmouth County Planning Board.

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ARTICLE 3. RECEIVING MUNICIPALITY'S RESPONSIBILITIES.

The receiving municipality has prepared or shall prepare a project plan to implement and achieve the purposes of this Agreement to provide a realistic opportunity for low and moderate income housing within the receiving municipality convenient to employment opportunities which will be consistent with sound regional planning. Such project plan has been submitted or will be submitted to the New Jersey Housing and Mortgage Finance Agency (HMFA), the Monmouth County Planning Board and COAH for review and approval in accordance with COAH regulations.

3.1 The parties hereto agree that the receiving municipality shall submit its project plan to HMFA within 30 days of the execution of this RCA contract.

3.2 The receiving municipality will apply to the appropriate agencies for all government approvals, whether municipal, county or state, except that the sending municipality has received a judgment of repose and shall seek approval of the RCA from COAH.

3.3 The receiving municipality may apply for appropriate grants in aid which may be available. Any monies realized through such grants will not affect the amount of the sending municipality's contribution.

3.4 The funds contributed by the sending municipality will be utilized by the receiving municipality for construction of new housing, of which 32 unit shall be new rental housing, and the rehabilitation of scattered site existing units, which are eligible under COAH regulations.

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3.5 For scattered site rehabilitation of occupied units, the receiving municipality shall expend a minimum of $10,000.00 per unit in hard costs to repair/replace (a) major system(s) with an average of $20,000.00 per unit for hard costs.

3.6 The receiving municipality shall submit all semi-annual monitoring reports required by COAH in a timely manner.

3.7 The receiving municipality shall establish a separate interest-bearing escrow account for all monies received pursuant to the RCA. This escrow agreement will permit COAH to effectively monitor disbursements of the funds received pursuant to the RCA. This account shall be monitored on a quarterly basis.

3.8 The receiving municipality will submit annually to COAH and HMFA its municipal audit, signed by the mayor, showing the disbursement of all RCA funds.

3.9 All interest generated from the RCA funds and retained by the receiving municipality may only be utilized for eligible housing activities under COAH's rules or to offset inflation and generally may not be used to exceed the 20 per cent cap on administration.

3.10 Any change in the project plan or in the administration of the program subsequent to approval by HMFA, including a change in the RCA program administrator, shall be reviewed by the executive director of HMFA when requested by COAH, for determination as to whether a new feasibility analysis and approval is required.

3.11 The receiving municipality must annually submit to HMFA documentation acceptable to agency staff evidencing that there exists a sufficient number of

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eligible applicants, projects, and/or units to demonstrate continued project plan feasibility.

3.12 It is agreed that the receiving municipality's obligations pursuant to this Article are not limited to the above, but the receiving municipality agrees that it will complete the project pursuant to this Agreement and in accordance with the regulations of COAH.

3.13 The receiving municipality agrees to designate an experienced administrative entity to assure that the applicable affordability controls will be maintained over time.

3.14 The receiving municipality must forward the following documents to the receiving municipality's county planning board or agency:

3.15.1 Master Plan of the receiving municipality; and

3.15.2 Zoning Ordinances of the receiving municipality; and

3.15.3 Project Plan

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ARTICLE 4. CREDIT TO HOUSING OBLIGATION. The receiving municipality agrees that it will not claim credit toward its own hosing obligation for any low or moderate income RCA units, as defined by the Fair Housing Act, but all such credit will inure to the benefit of the sending municipality. All RCA units will be permanently identified in the appropriate records of the receiving municipality as having been rehabilitated or created to meet the fair share housing obligation of the sending municipality.

ARTICLE 5. EXCESS FUNDS.

Transferred funds in excess of the amount necessary to implement this Agreement will be returned to the sending municipality according to *N.J.A.C. 5:93-6.2(e)*. In no instance shall the transferred and contracted amount of $32,500.00 per rental unit and $25,000.00 for scattered site unit be considered excess funds and returnable.

ARTICLE 6. CONTINGENCIES.

This agreement is contingent upon completion of the following:

a) The granting of substantive certification by COAH to the Township of Colts Neck; or

b) The receipt of a Judgment of Repose from the Superior Court and approval of the RCA.

ARTICLE 7. EFFECTIVE DATE.

This agreement is considered a contractual agreement and will become effective upon approval by COAH. This agreement will be executed not later than 60 days after approval by COAH. This agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day and year first above written.

ATTEST:
RECEIVING MUNICIPALITY

IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR

ATTEST:
SENDING MUNICIPALITY

ROBERT BOWDEN, MUNICIPAL CLERK

LILLIAN BURRY, MAYOR

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EXHIBIT C

Amended Agreement

DRAFT

Prepared by:_____
Dominick M. Manco, Esq.

AMENDED REGIONAL CONTRIBUTION AGREEMENT (RCA) BETWEEN SENDING MUNICIPALITY AND RECEIVING MUNICIPALITY

THIS AGREEMENT is made on the _____ day of _____, 2006, by and between the Township of Colts Neck (sending municipality) and the City of Long Branch (receiving municipality).

WHEREAS, the *Fair Housing Act, NJSA 52:27D-301 to 329* allows two municipalities to enter into a contractual agreement, know as a regional contribution agreement (RCA), for the transfer of up to 50 per cent of a sending municipality's fair share obligation to a receiving municipality within its housing region; and

WHEREAS, both of said municipalities believe that the execution of this RCA will be beneficial to the residents of their respective communities and the housing region; and

NOW, THEREFORE, in consideration of the promises herein set forth, and the mutual covenants and promises contained herein, the parties do by and between themselves agree as follows:

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ARTICLE 1. TRANSFER OF HOUSING OBLIGATION

The receiving municipality hereby agrees to accept, and the sending municipality agrees to transfer 107 low and moderate income units. The sending municipality has a fair share number of 246 and the above number is equal to or less than 50 percent of the sending municipality's fair share obligation. The receiving municipality agrees to apply

the funds to be paid to it hereunder so as to create or rehabilitate at least 107 units of low and moderate income hosing, of which 32 units shall be rental units in accordance with the Townships rental obligation pursuant to the Judgment of Repose entered by the Honorable Ronald Lee Reisner, J.S.C. on June 7, 2004 in the matter of *Westminster Realty v. the Township of Colts Neck, et. al.*, and in accordance with COAH requirements. At least half of these units will be affordable to low income households. In the case of scattered site rehabilitation of occupied units, the receiving community will ensure, as best as practicable, that 50% of the rehabilitated units are occupied by low income households.

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ARTICLE 2. SENDING MUNICIPALITY'S RESPONSIBILITIES

The sending municipality agrees to pay, and the receiving municipality agrees to accept:

- The sum of $32,500.00 per rental unit transferred in payments totaling $1,040,000.00, representing the sending municipality's 32 unit rental obligation.
- The sum of $25,000.00 per non rental unit transferred in payments totaling $ 1,875,000.00, representing the sending municipality's 75 unit non rental obligation.

2.1 Payments shall be made according to the following schedule and in the following amounts:

Payment Date	**Amount**
Initial Payment within 60 days of approval of this RCA by COAH	
[32 new rental units @32,500.00 = $1,040,000.00 **4 scattered site rehabilitated units @25,000 per = 100,000.00]**	
	$1,140,000.00

Payment Date	Amount
July 1, 2007	
36 scattered site rehabilitated units @25,000 per	**$ 900,000.00**
July 1, 2008	
35 scattered site rehabilitated units @25,000 per	**$ 875,000.00**
TOTAL (32 new rentals plus 75 rehabilitated units=107 units)	**$2,915,000.00**

2.2 The aforestated payments and payment schedule are the responsibility of the sending municipality and will be paid in accordance with the above schedule regardless of the availability of any anticipated source of funding, such as developer fees.

2.3 The sending municipality has obtained all financing necessary, required by the Council on Affordable Housing (COAH) to fulfill its obligation to make the payments set forth above to the receiving municipality.

2.4 The Parties acknowledge that the sending municipality's payments to the receiving municipality as set forth above include payment on a per unit basis to defray costs of administration as allowed by COAH's rules and other reasonable and necessary expenses, including the cost of infrastructure, incurred by the receiving municipality in connection with this Agreement and that said amount is within COAH guidelines for such costs.

2.5 The sending municipality and receiving municipality are in the same county. As such, only a formal letter requesting review of the RCA and RCA project plan are required to be forwarded to the Monmouth County Planning Board.

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ARTICLE 3. RECEIVING MUNICIPALITY'S RESPONSIBILITIES.

The receiving municipality has prepared or shall prepare a project plan to implement and achieve the purposes of this Agreement to provide a realistic opportunity for low and moderate income housing within the receiving municipality convenient to employment opportunities which will be consistent with sound regional planning. Such project plan has been submitted or will be submitted to the New Jersey Housing and Mortgage Finance Agency (HMFA), the Monmouth County Planning Board and COAH for review and approval in accordance with COAH regulations.

3.1 The parties hereto agree that the receiving municipality shall submit its project plan to HMFA within 30 days of the execution of this RCA contract.

3.2 The receiving municipality will apply to the appropriate agencies for all government approvals, whether municipal, county or state, except that the sending municipality has received a judgment of repose and shall seek approval of the RCA from COAH.

3.3 The receiving municipality may apply for appropriate grants in aid which may be available. Any monies realized through such grants will not affect the amount of the sending municipality's contribution.

3.4 The funds contributed by the sending municipality will be utilized by the receiving municipality for construction of new housing, of which 32 unit shall be new rental housing, and the rehabilitation of scattered site existing units, which are eligible under COAH regulations.

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3.5 For scattered site rehabilitation of occupied units, the receiving municipality shall expend a minimum of $10,000.00 per unit in hard costs to repair/replace (a) major system(s) with an average of $20,000.00 per unit for hard costs.

3.6 The receiving municipality shall submit all semi-annual monitoring reports required by COAH in a timely manner.

3.7 The receiving municipality shall establish a separate interest-bearing escrow account for all monies received pursuant to the RCA. This escrow agreement will permit COAH to effectively monitor disbursements of the funds received pursuant to the RCA. This account shall be monitored on a quarterly basis.

3.8 The receiving municipality will submit annually to COAH and HMFA its municipal audit, signed by the mayor, showing the disbursement of all RCA funds.

3.9 All interest generated from the RCA funds and retained by the receiving municipality may only be utilized for eligible housing activities under COAH's rules or to offset inflation and generally may not be used to exceed the 20 per cent cap on administration.

3.10 Any change in the project plan or in the administration of the program subsequent to approval by HMFA, including a change in the RCA program administrator, shall be reviewed by the executive director of HMFA when requested by COAH, for determination as to whether a new feasibility analysis and approval is required.

3.11 The receiving municipality must annually submit to HMFA documentation acceptable to agency staff evidencing that there exists a sufficient number of

DRAFT

eligible applicants, projects, and/or units to demonstrate continued project plan feasibility.

3.12 It is agreed that the receiving municipality's obligations pursuant to this Article are not limited to the above, but the receiving municipality agrees that it will complete the project pursuant to this Agreement and in accordance with the regulations of COAH.

3.13 The receiving municipality agrees to designate an experienced administrative entity to assure that the applicable affordability controls will be maintained over time.

3.14 The receiving municipality must forward the following documents to the receiving municipality's county planning board or agency:

3.15.1 Master Plan of the receiving municipality; and

3.15.2 Zoning Ordinances of the receiving municipality; and

3.15.3 Project Plan

ARTICLE 4. CREDIT TO HOUSING OBLIGATION. The receiving municipality agrees that it will not claim credit toward its own hosing obligation for any low or moderate income RCA units, as defined by the Fair Housing Act, but all such credit will inure to the benefit of the sending municipality. All RCA units will be permanently identified in the appropriate records of the receiving municipality as having been rehabilitated or created to meet the fair share housing obligation of the sending municipality.

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ARTICLE 5. EXCESS FUNDS.

Transferred funds in excess of the amount necessary to implement this Agreement will be returned to the sending municipality according to *N.J.A.C. 5:93-6.2(e).* In no instance shall the transferred and contracted amount of $32,500.00 per rental unit and $25,000.00 for scattered site unit be considered excess funds and returnable.

ARTICLE 6. CONTINGENCIES.

This agreement is contingent upon completion of the following:

a). The granting of substantive certification by COAH to the Township of Colts Neck; or

b). The receipt of a Judgment of Repose from the Superior Court and approval of the RCA.

ARTICLE 7. EFFECTIVE DATE.

This agreement is considered a contractual agreement and will become effective upon approval by COAH. This agreement will be executed not later than 60 days after approval by COAH. This agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day and year first above written.

ATTEST: RECEIVING MUNICIPALITY

_____

IRENE JOLINE, CITY CLERK ADAM SCHNEIDER, MAYOR

ATTEST: SENDING MUNICIPALITY

_____

ROBERT BOWDEN, MUNICIPAL CLERK LILLIAN BURRY, MAYOR

DRAFT

EXHIBIT D

Court Master Approval

DRAFT

McGlinchy, Kathy

From: Mary Beth Lonergan [MBLonergan@cchnj.com]
Sent: Tuesday, May 30, 2006 1:30 PM
To: jjones@ci.long-branch.nj.us; McGlinchy, Kathy; dmanco185@optonline.net
Cc: Phil Caton; cnplanners@optonline.net
Subject: RE: Colts Neck/Long Branch RCA

Kathy -

The revised Colts Neck/Long Branch RCA payment schedule with the third and last payment due by July 1, 2008 is acceptable to Philip Caton, special court master in the Colts Neck matter.

Mary Beth

Mary Beth Lonergan, PP, AICP
Senior Associate
CLARKE CATON HINTZ
Station Place
400 Sullivan Way
Trenton, NJ 08628
mblonergan@cchnj.com
(609) 883-8383
(609) 883-4044 fax

>>> "McGlinchy, Kathy" <KMcGlinchy@DCA.state.nj.us> 05/30/06 08:31AM >>>
Thanks Dominic. Does this schedule meets the requirements of the judgment of compliance and repose?

Kathy

From: dmanco185@optonline.net [mailto:dmanco185@optonline.net]
Sent: Monday, May 29, 2006 5:41 PM
To: Jacob L. Jones
Cc: McGlinchy, Kathy; 2.Mary Beth Lonergan; 2.Tim Anfuso
Subject: Colts Neck/Long Branch RCA

Attached hereto please find proposed final documents to effectuate the RCA between Long Branch and Colts Neck.

The only substantive provision of the RCA which has been changed is the payment schedule in paragraph 2.

A draft resolution to authorize execution of the amended RCA by Colts Neck is also attached. Also, a proposed escrow agreement is enclosed. It is my understanding that the City of Long Branch will also need to establish an escrow account via similar form of agreement, and a copy of this agreement is provided for review by Long Branch counsel.

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EXHIBIT E

HMFA Approval

REGIONAL CONTRIBUTION AGREEMENT
HMFA RCA# 191

Recommendation to the Council on Affordable Housing to approve the Project Plan for the Regional Contribution Agreement between the receiving municipality, City of Long Branch and the sending municipality, Colts Neck Township which provides for the rehabilitation of sixty-seven (67) units of affordable housing as partial fulfillment of the "fair share" housing obligation of the transferring municipality.

I recommend approval of the project plan.

2/22/06
Date

David Sleeth
Construction Programs Administrator
New Jersey Housing and Mortgage Finance Agency

2/22/06
Date

Michael Floyd
Chief of Program Services
New Jersey Housing and Mortgage Finance Agency

2/22/06
Date

Marge Della Vecchia
Executive Director
New Jersey Housing and Mortgage Finance Agency

DRAFT

Conditions:

1. Subject to approval of documents necessary to implement action by the Attorney General's Office as noted in the project plan report.

Attachments:
1. Request for Action
2. Project Plan Report

REQUEST FOR ACTION BY MEMBERS OF
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

Regional Contribution Agreement
HMFA RCA # 191

ACTION REQUESTED:

Recommendation to the Council on Affordable Housing to approve the attached Project Plan Report for the Regional Contribution Agreement between the receiving municipality, City of Long Branch and the sending municipality, Colts Neck Township whereby, the receiving municipality agrees to provide the rehabilitation of sixty-seven (67) units of affordable housing as partial fulfillment of the "fair share" housing obligation of the transferring municipality.

Key Points:

- Receiving Municipality: City of Long Branch, County of Monmouth
- Sending Municipality: Colts Neck Township, County of Monmouth
- Housing Administrator: City of Long Branch
- Amount of RCA: $ 1,835,000 ($27,388 per unit)
- Type of Construction: Rehabilitation of 1-4 Family Housing Structures

DRAFT

Conditions:

1. Subject to approval of documents necessary to implement action by the Attorney General's Office and other conditions as noted above or in the attachment.

Attachments:
1. Project Plan Report

New Jersey Housing and Mortgage Finance Agency

Regional Contribution Agreement

Project Plan Report
HMFA RCA # 191

I. AGREEMENT PROVISIONS

Receiving Municipality:	City of Long Branch County of Monmouth
Sending Municipality:	Colts Neck Township County of Monmouth
Amount of RCA Funding:	$ 1,835,000 ($27,388 per unit)
Housing Administrator:	City of Long Branch

II. HOUSING PROPOSAL

The City of Long Branch has submitted a Project Plan Application requesting approval of a Regional Contribution Agreement (RCA) with Colts Neck Township in accordance with the Fair Housing Act (the "Act"). The Act states that a municipality may propose to transfer up to 50 percent of its fair share of housing to another municipality within its housing region. The Act further states that the New Jersey Housing and Mortgage Finance Agency (HMFA) must review the Project Plan for feasibility.

The Project Plan submitted by the City of Long Branch proposes to provide a 0% deferred payment loan to sixty-seven (67) low and moderate income households to rehabilitate substandard housing units. Thirty-four (34) of the loans will be available to low income households earning 50% or less of area median income and thirty-three (33) loans will be available to moderate income households earning more than 50% but less than 80% of area median income. The City of Long Branch will provide these loans for the rehabilitation of 1-4 family housing structures. All rehabilitation of such structures will meet the definition of a substandard housing unit. That is, the structures must have health and safety code violations that require the repair or replacement of at least one major system costing at least $12,000. The average total rehabilitation cost shall be $21,914 per structure and an average of $5,478 (20%) is budgeted for administrative expenses.

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III. ADMINISTRATIVE CAPACITY

The RCA program will be administered by the City of Long Branch Office of Community and Economic Development (OCED), with assistance from other city departments. The OCED has successfully completed two RCA's totaling 300 units and recently received approval of a 33 unit scattered site RCA with the Township of West Windsor. The staff consists of 3 individuals with a combined experience of 34 years working in the OCED office. RCA funding will be made available to homeowners through the City of Long Branch Housing Improvement Program.

IV. FINANCIAL FEASIBILITY

Funding for the rehabilitation of substandard units will be provided by RCA funds. A deferred loan is made to the owner of the property which is forgiven after 6 years for a single-family property and after 10 years for a two to four-family property. If, for some unanticipated reason additional funds are required to complete a unit, the City of Long Branch will be required to provide the additional funding. All applicants for assistance must have site control at time of application.

V. COAH RULES COMPLIANCE

Low Moderate Split – COAH rules require that at least half of the units transferred are affordable to low-income households. The City of Long Branch is complying with the requirement that 50% of the units are affordable to low-income households.

Affordability Controls – The City of Long Branch has agreed to impose all applicable rules regarding affordability controls.

VI. RECOMMENDATION

Based on the information received from the City of Long Branch and review by HMFA staff of the completed Project Plan, Project Policy and Procedure Manual and appropriate documents, it is the recommendation of the HMFA that COAH approve the Project Plan for the Regional Contribution Agreement between the City of Long Branch and Colts Neck Township subject to the following conditions:

1. Annual submission to HMFA of documentation acceptable to HMFA staff evidencing that there exists sufficient number of eligible applicants, project, and/or units to demonstrate continued project plan feasibility.

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2. Any change in the project plan subsequent to this feasibility approval must be reviewed by the Executive Director of the HMFA, when requested by COAH, to determine if a new feasibility analysis is required.

3. The receiving municipality's submission of their municipal audit showing the disbursement of RCA funds, signed by the Mayor of the municipality, to HMFA and COAH on an annual basis.

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REGIONAL CONTRIBUTION AGREEMENT
HMFA RCA# 221

Recommendation to the Council on Affordable Housing to approve the Project Plan for a Regional Contribution Agreement between the receiving municipality, City of Long Branch and the sending municipality, Colts Neck Township which provides for the new construction of forty (40) units of affordable housing as partial fulfillment of the "fair share" housing obligation of the transferring municipality.

I recommend approval of the project plan.

DRAFT

1/31/06
Date

David Sleeth
Construction Programs Administrator
New Jersey Housing and Mortgage Finance Agency

1/31/06
Date

Michael Floyd
Chief of Program Services
New Jersey Housing and Mortgage Finance Agency

2/1/06
Date

Marge Della Vecchia
Executive Director
New Jersey Housing and Mortgage Finance Agency

Conditions:

1. Subject to approval of documents necessary to implement action by the Attorney General's Office as noted in the project plan report.

REQUEST FOR ACTION BY MEMBERS OF
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

Regional Contribution Agreement
HMFA RCA# 221

ACTION REQUESTED:

Recommendation to the Council on Affordable Housing to approve the attached project plan for the Regional Contribution Agreement between the receiving municipality, City of Long Branch and the sending municipality, Colts Neck Township, whereby the receiving municipality agrees to provide forty (40) units of affordable housing as partial fulfillment of the "fair share" housing obligation of the transferring municipality.

Key Points:

o	Receiving Municipality:	City of Long Branch County of Monmouth
o	Sending Municipality:	Colts Neck Township County of Monmouth
o	Developer:	Pennrose Properties,LLC
o	Amount of RCA:	$ 1,000,000. ($25,000. per unit)
o	Type of Construction:	New Construction

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Condition:
1. Subject to approval of documents necessary to implement action by the Attorney General's Office as noted in the project plan report.

Attachment:
1. Project Plan Report

New Jersey Housing and Mortgage Finance Agency
Regional Contribution Agreement

Project Plan Report
HMFA RCA# 221

I. Agreement Provisions:

Receiving Municipality:	City of Long Branch County of Monmouth
Sending Municipality:	Colts Neck Township County of Monmouth
Amount of RCA Funding:	$ 1,000,000 ($ 25,000. per unit)
Developer:	Pennrose Properties, LLC

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II. Housing Proposal

The City of Long Branch has submitted a project plan application requesting approval of a regional contribution agreement (RCA) with Colts Neck Township in accordance with the Fair Housing Act (the "Act"). The Act states that a municipality may propose to transfer up to 50 percent of its fair share of housing to another municipality within its housing region. The Act further states that the New Jersey Housing and Mortgage Finance Agency (HMFA) must review projects plans for feasibility. The project plan consists of the construction of forty (40) living units. Thirty nine units for low income families and 1 low income unit for a Superintendent. Units will be comprised of a mix of 1 – 4 bedrooms. All units will be available to low income households earning 50% or less of area median income. Seaview Manor will be constructed upon the previous site of the Seaview Manor public housing development that contained 46 units and has been demolished. Construction has begun for this new 40 unit project located on Ellis Avenue. This will be Phase 1 of a three phase redevelopment plan. When all three phases are completed there will be one hundred sixty eight (168) HOPE VI units and one hundred twenty eight (128) mixed income for-sale units all to be developed in the immediate area. Seaview Manor will be funded through a variety of public sources that are available for enabling the development and creation of affordable housing. These sources include RCA funds, Home Express, Federal Home Loan Bank, Long Branch Housing Authority and 9% Low Income Housing Tax Credits.

III. Development Team

The development team consists of various firms with extensive experience in the affordable housing industry.

Developer: Pennrose Properties, LLC
Management Company: Pennrose Management Company
Architect: Gilbert A. Rosenthal, AIA
Social Service Provider: Long Branch Housing Authority and Pennrose Management Company

IV. Financial Feasibility

Total Development Costs = $ 10,927,699.

Funding Sources =

9% LIHTC	$ 7,306,000.
Home Express	$ 1,121,340.
RCA Contribution	$ 1,000,000.
Long Branch Housing Authority	$ 1,280,359.
Federal Home Loan Bank	$ 220,000.
Total Sources	$ 10,927,699.

Operating Budget:

Income =	$ 277,678./year
Operating Expenses =	- $ 263,567./year
Cash Flow =	$ 14,111./year

Site Control:
The site is currently owned by the City of Long Branch Housing Authority.

V. COAH Rules Compliance:

Affordability Controls – City of Long Branch has agreed to impose all applicable rules regarding affordability controls.

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VI. Recommendation:

Based on the information received from City of Long Branch and review by HMFA staff of the completed Project Plan and appropriate documents it is the recommendation of the HMFA that COAH approve the Project Plan for this Regional Contribution Agreement between the City of Long Branch and Colts Neck Township subject to the following conditions:

1. Any change in the project plan subsequent to this feasibility approval must be reviewed by the Executive Director of the HMFA, when requested by COAH, to determine if a new feasibility analysis is required.

2. The receiving municipality's submission of their municipal audit showing the disbursement of RCA funds, signed by the Mayor of the municipality, to HMFA and COAH on an annual basis.

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EXHIBIT F

Monmouth County Planning Board Resolution

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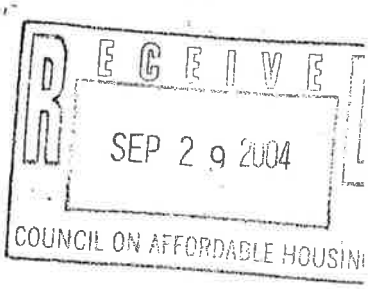
MONMOUTH COUNTY PLANNING BOARD

FREEHOLD • NEW JERSEY

JOSEPH RETTAGLIATA
Chairman

ROBERT W. CLARK, P.P.
Director



September 27, 2004

Barbara Walsh
Council on Affordable Housing
101 South Broad Street
P.O. Box 813
Trenton, NJ 08625-0813

RE: City of Long Branch – Township of Colts Neck Regional Contribution Agreement

Dear Ms. Walsh:

Enclosed please find a resolution of the Monmouth County Planning Board approving the City of Long Branch – Township of Colts Neck Regional Contribution Agreement Project Plan. This resolution was adopted by the Planning Board at its regular meeting of September 20, 2004. Also enclosed is a completed County Review Checklist. The resolution and checklist are submitted pursuant to the procedural rules of the Council on Affordable Housing.

Please call me at (732) 431-7460 if you have any questions or require additional information regarding the County Review Checklist or resolution.

Very truly yours,

Edward Sampson, PP
Supervising Planner

C R. Clark, PP, Director
B. Goldschlag, PP, AICP, Assistant Director
H. Woolley, Jr. Administrator, City of Long Branch
R. Bowden, Administrator, Township of Colts Neck

DRAFT

RESOLUTION NO. 04-18

RESOLUTION APPROVING THE CITY OF LONG BRANCH – TOWNSHIP OF COLTS NECK REGIONAL CONTRIBUTION AGREEMENT PROJECT PLAN

Paul Kiernan Jr., offers the following resolution and moves its adoption:

WHEREAS, the State of New Jersey has established the Fair Housing Act in order to help meet the need for affordable housing in New Jersey; and

WHEREAS, Regional Contribution Agreements between municipalities within the same housing region have been authorized as one method to meet the State's affordable housing needs; and

WHEREAS, the City of Long Branch and the Township of Colts Neck have entered into a Regional Contribution Agreement in which Colts Neck will transfer part of its affordable housing obligation to Long Branch which will use the accompanying funds to rehabilitate and/or construct 107 affordable housing units; and

WHEREAS, directed by the New Jersey Council on Affordable Housing, the Monmouth County Planning Board has reviewed the City of Long Branch - Township of Colts Neck Regional Contribution Agreement Project Plan; and

WHEREAS, the staff of the Monmouth County Planning Board has examined the Master Plan and Zoning Ordinances of the City of Long Branch and the Township of Colts Neck; the Monmouth County Growth Management Guide; and the New Jersey State Development and Redevelopment Plan; and

WHEREAS, after duly examining the above cited plans, the staff of the Monmouth County Planning Board has determined that the proposed Regional Contribution Agreement is in accordance with sound, comprehensive regional planning; that the City of Long Branch and the proposed Regional Contribution Agreement housing locations therein offer convenient access to employment opportunities; and that the proposed Regional Contribution Agreement housing would have access to public transportation.

NOW, THEREFORE BE IT RESOLVED, that the Monmouth County Planning Board hereby approves the City of Long Branch - Township of Colts Neck Regional Contribution Agreement Project Plan and recommends that the New Jersey Council on Affordable Housing approve the proposed Regional Contribution Agreement; and

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BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the New Jersey Council on Affordable Housing, the City of Long Branch and the Township of Colts Neck.

Seconded by William Warters and passed upon the following vote:

In the affirmative:	Joseph Rettagliata, Frederick Storz, Paul Kiernan, Jr., William Warters, James Giannell and Mollie Giamanco.
In the negative:	None
Abstain:	None
Absent:	George Illmensee, Joseph Ettore, Freeholder Director Larrison and Freeholder Powers.

I do hereby certify that the foregoing
is a true copy of a resolution adopted
by the Monmouth County Planning Board
at a meeting on September 20, 2004.

Geraldine A. Elias
SECRETARY TO THE BOARD

DRAFT

COUNTY REVIEW CHECKLIST

City of Long Branch – Township of Colts Neck

SECTION I: ACCESS TO EMPLOYMENT OPPORTUNITIES

a. Does the proposed agreement provide realistic housing opportunities within convenient access to employment opportunities?

Housing Site(s) Proposed:

	Location	Site #	Yes	No
1. Receiving Munic.	Rehab. (City-wide)		X	
	Belmont Estate		X	
2. Sending Munic.	Not Applicable			

BRIEFLY EXPLAIN ACCESS FOR EACH SITE ON SEPARATE SHEET INCLUDE SITE #

b. Is the proposed housing served by available transit?

Housing Site(s) Proposed:
If yes, check type(s) of service

1. Receiving Munic.

Location	#	Yes		Municipal	County	Inter-Municipal Inter-Co	No
Rehab.			A.	X	X	X	
Belmont Estate			B.	X	X	X	
			C.				

2. Sending Munic.

Location	#	Yes		Municipal	County	Inter-Municipal Inter-Co	No
Not Applicable			A.				
			B.				
			C.				

IF TRANSIT POSSIBLE, BRIEFLY EXPLAIN TRANSIT FOR EACH SITE ON SEPARATE SHEET

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SECTION II: CURRENTLY ADOPTED AND/OR OFFICIAL LAND USE ELEMENT CONSISTENCY REVIEW (ATTACH RELEVANT PAGES OF DOCUMENTS CITED BELOW)

A.

	Check One: Complies In Whole	Complies Part (Explain)	Conflicts In Whole
1. Receiving Munic.			
(a)Master Plan of: Long Branch Adopted: 7/25/00 Master Plan Re-Examination Report	X		

Brief Explanation (attach additional sheets as necessary)
Rehabilitation of the City's housing stock is re-affirmed as an objective of the Master Plan Re-Examination Report.

	Complies In Whole	Complies Part (Explain)	Conflicts In Whole
(b)Zoning Ordinance Long Branch Adopted: Map last amended 12/9/02	X		

Brief Explanation (attach additional sheets as necessary)
The program proposes the rehabilitation of existing housing units and construction of new housing located in designated residential zones.

	Complies In Whole	Complies Part (Explain)	Conflicts In Whole
2. Sending Municipality (a)Master Plan of: Colts Neck ; Adopted: Map dated 9/84 last amended 6/9/04	X		

Brief Explanation (attach additional sheets as necessary)
The Long Branch-Colts Neck RCA is addressed in the Housing Element and Fair Share Plan of the 2004 Master Plan.

	Complies In Whole	Complies Part (Explain)	Conflicts In Whole
(b)Zoning Ordinance Colts Neck ; Adopted: Last Amended 2/27/01			

Brief Explanation (attach additional sheets as necessary)
Not Applicable

B. Are there any future plans to serve the proposed housing with transit?

		Yes	No	
1. Receiving Municipality	A.	___	___	**Adequate transit is**
	B.	___	___	**presently available.**
	C.	___	___	**(See III.1.2. below)**
2. Sending Municipality	A.	Not Applicable		
	B.	___		
	C.	___		

IF TRANSIT POSSIBLE, BRIEFLY EXPLAIN TRANSIT FOR EACH SITE ON SEPARATE SHEET

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7. The Grande Documentation

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AFFORDABLE UNITS

BLOCK	LOT	ADDRESS	OWNER	TYPE	PURCHASE YEAR	PURCHASE PRICE
41.01	26.01	8 Hancock Pass	Colts Neck Investors, LLC	3 bed/Mod	-	-
41.01	26	2 Hancock Pass	Colts Neck Investors, LLC	2 bed/Mod	-	-
41.01	26.02	4 Hancock Pass	Colts Neck Investors, LLC	2 bed/Low	-	-
41.01	26.03	6 Hancock Pass	Colts Neck Investors, LLC	3 bed/Low	-	-
41.01	27	10 Hancock Pass	Holly Sauter	2 bed/Mod	2004	101,400
41.01	27.01	16 Hancock Pass	Derick Ayeh & Monica Appiah	3 bed/Mod	1995	83,990
41.01	27.02	12 Hancock Pass	Dana Pizzo	2 bed/Low	2016	104,999
41.01	27.03	14 Hancock Pass	Inga Larko	3 bed/Low	2010	120,000
41.01	28	18 Hancock Pass	Marrisa Gagliardi & George Conomos	2 bed/Mod	2017	131,400
41.01	28.01	24 Hancock Pass	Jeffrey Faistl	2 bed/Mod	2010	125,000
41.01	28.02	20 Hancock Pass	Vincent Cerullo	2 bed/Mod	2015	138,000
41.01	28.03	22 Hancock Pass	Ann Botti	2 bed/Mod	1999	86,077
41.01	29	9 Hancock Pass	Jerry Spencer, Jr.	2 bed/Mod	1995	73,990
41.01	29.01	17 Hancock Pass	Andrew Robbins	3 bed/Mod	2017	152,000
41.01	29.02	11 Hancock Pass	Kathleen Burke O'Brien	2 bed/Low	2015	93,600
41.01	29.03	15 Hancock Pass	Eileen Burke-Maloney	3 bed/Low	1995	69,990
41.01	30	1 Hancock Pass	Denise Murphy (P O Box 191)	2 bed/Mod	1995	73,990
41.01	30.01	7 Hancock Pass	Shannon McCreight	2 bed/Mod	1998	83,150
41.01	30.02	3 Hancock Pass	Kevin Knecht	2 bed/Mod	2016	139,800
41.01	30.03	5 Hancock Pass	Christine Aiese	2 bed/Mod	1995	73,990
41.01	39	2 Federal Key	Colts Neck Investors, LLC	2 bed/Low	-	-
41.01	39.01	8 Federal Key	Mary Guckengerger	2 bed/Mod	1995	73,990
41.01	39.02	4 Federal Key	Colts Neck Investors, LLC	2 bed/Mod	-	-
41.01	39.03	6 Federal Key	Kevin White	2 bed/Mod	2010	132,467
41.01	40	10 Federal Key	Laura Blasucci	2 bed/Mod	2014	133,900
41.01	40.01	16 Federal Key	Eric Johansen	2 bed/Low	2013	102,000
41.01	40.02	12 Federal Key	Karen Timmons	2 bed/Mod	2013	138,100
41.01	40.03	14 Federal Key	Elenora Poyner	2 bed/Low	1995	55,470
41.01	41	18 Federal Key	Sheryl Fredda	2 bed/Mod	2009	127,800
41.01	41.01	24 Federal Key	Shelly Borowski	2 bed/Mod	1998	81,600

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41.01	41.02	20 Federal Key	Christopher Walsh	2 bed/Low	2013	103,598
41.01	41.03	22 Federal Key	Ann Leonardo	2 bed/Mod	2003	101,500
41.01	42	26 Federal Key	Victoria Morris	2 bed/Low	2003	76,130
41.01	42.01	32 Federal Key	Janice Pacifico	3 bed/Mod	2006	127,500
41.01	42.02	28 Federal Key	Frances Scimeca	2 bed/Low	1995	49,923
41.01	42.03	30 Federal Key	Amy Skelton	3 bed/Mod	1995	83,990
41.01	43	34 Federal Key	Marianna Zanobi	2 bed/Mod	1995	73,990
41.01	43.01	40 Federal Key	Dorothy Cook	3 bed/Low	1995	69,990
41.01	43.02	36 Federal Key	Ryan O'Prandy	2 bed/Mod	2017	134,400
41.01	43.03	38 Federal Key	Robin Torriero	3 bed/Low	2002	93,260
41.01	44	42 Federal Key	Delores Gaffney	2 bed/Low	2007	87,500
41.01	44.01	48 Federal Key	Marianne Goffredo	2 bed/Low	2015	102,000
41.01	44.02	44 Federal Key	Vadim Khazin & Vera Podkamennaya	2 bed/Low	1995	55,470
41.01	44.03	46 Federal Key	Deanna Westendorf	2 bed/Low	1995	55,470
41.01	45	50 Federal Key	Colts Neck Investors, LLC	2 bed/Mod	-	-
41.01	45.01	56 Federal Key	Colts Neck Investors, LLC	3 bed/Mod	-	-
41.01	45.02	52 Federal Key	Colts Neck Investors, LLC	2 bed/Mod	-	-
41.01	45.03	54 Federal Key	Colts Neck Investors, LLC	3 bed/Low	-	-
41.02	77	1 Parker Pass	Melissa Wah	2 bed/Low	2003	76,130
41.02	77.01	7 Parker Pass	Michael Arbolino	3 bed/Mod	2004	121,289
41.02	77.02	3 Parker Pass	Kristen Thompson	2 bed/Mod	2007	116,800
41.02	77.03	5 Parker Pass	Richard & Janice Taylor	3 bed/Low	1995	69,990
41.02	78	9 Parker Pass	Shelia Kaminsky	2 bed/Low	1995	55,470
41.02	78.01	17 Parker Pass	Isaac Meshulam & Cheryl Rovira	2 bed/Low	1995	55,470
41.02	78.02	11 Parker Pass	Tatyana Simkhayev	2 bed/Low	1995	55,470
41.02	78.03	15 Parker Pass	Mary Beth Sheehan	2 bed/Low	2000	64,535
41.02	79	25 Parker Pass	Colts Neck Investors, LLC	2 bed/Low	-	-
41.02	79.01	19 Parker Pass	Colts Neck Investors, LLC	2 bed/Low	-	-
41.02	79.02	23 Parker Pass	Colts Neck Investors, LLC	2 bed/Low	-	-
41.02	79.03	21 Parker Pass	Colts Neck Investors, LLC	2 bed/Mod	-	-
41.02	80	33 Parker Pass	Jerome Runko & Michele Miller Runko	2 bed/Low	1995	55,470
41.02	80.01	27 Parker Pass	Karen Southworth – Bank Foreclosed 2016	2 bed/Mod	2004	97,000
41.02	80.02	31 Parker Pass	Agnes Woodworth	2 bed/Low	1998	65,000

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41.02	80.03	29 Parker Pass	Hallie Gardner	2 bed/Low	1995	55,470
41.02	81	41 Parker Pass	Colts Neck Investors, LLC	3 bed/Low	-	-
41.02	81.01	35 Parker Pass	Colts Neck Investors, LLC	2 bed/Mod	-	-
41.02	81.02	39 Parker Pass	Colts Neck Investors, LLC	3 bed/Low	-	-
41.02	81.03	37 Parker Pass	Colts Neck Investors, LLC	2 bed/Low	-	-
41.02	82	34 Parker Pass	Gabrielle LaPorta	2 bed/Low	2015	98,100
41.02	82.01	40 Parker Pass	Steven Boyu	2 bed/Mod	1995	73,990
41.02	82.02	36 Parker Pass	Daniel & Jeannette Atkinson	2 bed/Low	2009	95,800
41.02	82.03	38 Parker Pass	Matthew Pincus	2 bed/Low	1994	55,470
41.02	83	26 Parker Pass	Mary Lou Angelo	2 bed/Mod	2015	133,200
41.02	83.01	32 Parker Pass	Susan Ney	2 bed/Mod	1994	73,990
41.02	83.02	28 Parker Pass	Brienne Campbell	2 bed/Mod	2009	127,869
41.02	83.03	30 Parker Pass	Ivan Zrno	2 bed/Mod	2014	135,400
41.02	84	18 Parker Pass	Timothy & Susan Kelly	3 bed/Low	2005	119,800
41.02	84.01	24 Parker Pass	Maureen Illmensee	2 bed/Low	2008	93,000
41.02	84.02	20 Parker Pass	Kimberly Roach	3 bed/Low	2017	132,467
41.02	84.03	22 Parker Pass	Sondra Dior	2 bed/Mod	2013	140,200
41.02	85	10 Parker Pass	Teresa Guadagno	2 bed/Low	1995	55,470
41.02	85.01	16 Parker Pass	Diane Harrison	2 bed/Mod	1995	73,990
41.02	85.02	12 Parker Pass	Kelly O'Connors	2 bed/Mod	2001	88,900
41.02	85.03	14 Parker Pass	Danielle Lee Jones	2 bed/Low	2014	106,000
41.02	86	2 Parker Pass	Colts Neck Investors, LLC	2 bed/Low	-	-
41.02	86.01	8 Parker Pass	Colts Neck Investors, LLC	2 bed/Low	-	-
41.02	86.02	4 Parker Pass	Colts Neck Investors, LLC	2 bed/Low	-	-
41.02	86.03	6 Parker Pass	Colts Neck Investors, LLC	2 bed/Low	-	-

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AFFORDABLE HOUSING PLAN

FOR

THE GRANDE AT COLTS NECK, A CONDOMINIUM

A RESIDENTIAL DEVELOPMENT OF

SGS COMMUNITIES AT COLTS NECK, L.P.
and
SCHOOR COLTS NECK DEVELOPMENT CORP.

DATED: July 28, 1993

REVISED: September 29, 1993

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AFFORDABLE HOUSING PLAN

FOR

THE GRANDE AT COLTS NECK, A CONDOMINIUM

SGS Communities at Colts Neck, L.P. and Schoor Colts Neck Development Corp. will construct 276 units, including a total of eighty-eight (88) low- and moderate-income condominiums, within the proposed development known as The Grande at Colts Neck, A Condominium. Of the 88 low- and moderate-income condominiums, 22 will be rental units and 66 will be for sale units. In addition, the owners of the Grande at Colts Neck shall pay $250,000 to the Township of Colts Neck Affordable Housing Fund pursuant to Paragraph 6 of the December 1, 1986 Judgment of Compliance and Repose. The low- and moderate-income units will be distributed throughout the development as described further in this Plan.

The provisions of Section 619.1 of the Colts Neck Development Regulations and the Judgment of Compliance and Repose shall generally control the development, sale, and rental of the Affordable Condominiums unless a provision of this Plan specifically provides otherwise.

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1. DEFINITIONS. For purposes of this Affordable Housing Plan, the following terms shall be defined as follows:

1.01 ADMINISTRATOR: The Office of the Township Administrator of the Township of Colts Neck or similar person or entity created by the Township of Colts Neck and in effect at the time any decision, procedure, or other action is required under the terms of this Plan.

1.02 AFFORDABLE:

A. means that the sales prices of the Affordable Condominiums shall be established so that after a downpayment of 10% [or 5% if that amount is

permitted under the Substantive Rules of the New Jersey Council on Affordable Housing ("COAH Rules")] the ownership expenses for monthly principal, interest, property taxes based on the restricted value of the unit, insurance, and condominium fees, shall not exceed 28% of the eligible gross monthly income of the respective Moderate- and Low-Income Households.

B. means that the gross rent, excluding utility charges, shall not exceed 30% of the eligible gross monthly income of the respective Moderate- and Low-Income Households.

In determining expenses in terms of qualifying household size: (i) up to one-half of all two-bedroom units shall be Affordable to two-person households with the balance of the two-bedroom units Affordable to three-person households; and (ii) three-bedroom units shall be Affordable to five-person households. The median income by Household size shall be as set forth in the most recent COAH publication titled "Eligible Income by County" and as determined by reference to the uncapped Section 8 HUD income limits for Monmouth County and calculated pursuant to Section 5:93-7.4(b) of the COAH Rules.

1.03 AFFORDABLE CONDOMINIUM: A condominium at The Grande at Colts Neck, A Condominium which has been designated as a Low- or Moderate-Income Condominium pursuant to this Affordable Housing Plan.

1.04 ASSESSMENTS: Shall mean and refer to levies, charges or assessments both public and private, including those imposed by the Association, as the applicable case may be, upon the condominium units which are part of the Association.

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1.05 ASSOCIATION: The Grande at Colts Neck Condominium Association, Inc., its successors, and assigns as same is defined in the Master Deed.

1.06 FAMILY: Shall mean all persons occupying a housing unit as a single non-profit housekeeping unit. Family shall also be synonymous with "Household".

1.07 FIRST PURCHASE MONEY MORTGAGE: Shall mean and refer to the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Condominium or the holder and assigns of such most senior mortgage holder. Such mortgagee must be an institutional lender or investor, licensed or regulated by a State or Federal government or an agency thereof or by a lender on the secondary mortgage market (including but not limited to FNMA, HLMC, and GNMA).

1.08 FORECLOSURE: Shall mean and refer to a termination of all rights of the mortgagor or the mortgagor's assigns or grantees in an Affordable Condominium covered by a recorded mortgage through legal processes, or through a Deed in Lieu of Foreclosure which has been executed and delivered prior to a judicially-regulated sale. Foreclosure shall not take place before the exhaustion of remedies as set forth in this Plan.

1.09 GROSS AGGREGATE FAMILY INCOME: Gross Aggregate Family Income means the total annual Income from all sources of all members of the Household or Family, as determined and adjusted in accordance with the rules and regulations promulgated by the COAH, or in the absence of COAH rules and regulations, as promulgated by the Administrator.

1.10 IMPROVEMENT: Shall mean and refer to additions within or to an Affordable Condominium, including materials, supplies, appliances, or

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fixtures, which become a permanent part of, or affixed to, an Affordable Condominium.

1.11 INCOME: Shall mean and refer to, but is not limited to, wages, salaries, tips, commissions, alimony, regularly scheduled overtime, pensions, social security, unemployment compensation, AFDC, verified regular child support, disability, net income from business or real estate, and income from such assets as savings, CD's, money market, mutual funds, stocks and bonds, and imputed income from non-income producing assets such as real estate. The imputed income rate shall be equal to the current average savings interest rate.

1.12 LOW-INCOME CONDOMINIUM: A Unit which is Affordable to a Low-Income Family.

1.13 LOW-INCOME FAMILY: A Family whose Gross Aggregate Family Income does not exceed the Income limits established by Section 619.1 of the Colts Neck Development Regulations and the Administrator in accordance with the COAH Rules. The Administrator shall, from time to time, determine the Income standards to be applied to any specific Family seeking to purchase a Low-Income Condominium. The Administrator shall qualify prospective purchasers of a Low-Income Condominium as Low-Income Families prior to selling a Low-Income Condominium to the prospective purchaser, except as otherwise provided herein.

1.14 LOW-INCOME PURCHASER: A Low-Income Family purchasing a Low-Income Condominium.

1.15 MARKET CONDOMINIUM: Any condominium in The Grande at Colts Neck, A Condominium which is not designated an Affordable Condominium.

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1.16 MASTER DEED: The Master Deed for The Grande at Colts Neck, A Condominium to be recorded in the Office of the Clerk of Monmouth County, and any amendments thereto.

1.17 MODERATE-INCOME CONDOMINIUM: A Unit which is Affordable to a Moderate-Income Family.

1.18 MODERATE-INCOME FAMILY: A Family whose Gross Aggregate Family Income does not exceed the Income limits established by Section 619.1 of the Colts Neck Development Regulations and the Administrator in accordance with the COAH Rules. The Administrator shall, from time to time, determine the Income standards to be applied to any specific Family seeking to purchase a Moderate-Income Condominium. The Administrator shall qualify prospective purchasers of a Moderate-Income Condominium as Moderate-Income Families prior to selling a Moderate-Income Condominium to the prospective purchaser, except as otherwise provided herein.

1.19 MODERATE-INCOME PURCHASER: A Moderate-Income Family purchasing a Moderate-Income Condominium.

1.20 OWNER: The then current title holder of record of an Affordable Condominium. Owner shall refer to and mean the title holder of record as same is reflected in the most recently dated and recorded deed for a particular Affordable Condominium. For purposes of the initial sales of the Affordable Condominiums, Owner shall include SGS Communities at Colts Neck, L.P. and Schoor Colts Neck Development Corp. Ownership of a Condominium Unit shall be deemed to be acceptance and ratification of this Affordable Housing Plan and all its provisions.

1.21 QUALIFIED PURCHASER: Shall mean and refer to a person who, pursuant to this Plan, (1) submits an Application for Certification as a

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Qualified Purchaser to the Administrator; (2) whose Gross Aggregate Family Income at the time of issuance of certification as a Qualified Purchaser of an Affordable Condominium is within Low- or Moderate-Income levels; and (3) obtains Certification from the Administrator pursuant to the rules and regulations of the Township of Colts Neck and the Administrator. Once a Qualified Purchaser becomes an Owner of an Affordable Condominium in accordance with the provisions of this Plan, any increase or decrease in the Gross Aggregate Family Income or size of Household or Family of such Owner shall not affect ownership rights, privileges, or obligations of such Owner. The term "Qualified Purchaser" shall also include a person or family who occupies the Unit on a rental basis, subject to the qualifications and conditions stated above and elsewhere herein. Any person who submits false information in support of an application for certification and who subsequently receives such certification and either title to a Unit as Owner or possession of a Unit as tenant shall be deemed to have violated the provisions of this Plan and any interest in such unit shall be subject to forfeiture pursuant to the provisions of Paragraph 10 of this Plan.

1.22 REGION: "Area" or "Region" for purposes of determining the Income Limits for a particular family size shall be the region designated in the COAH Rules which includes Monmouth County, State of New Jersey.

1.23 UNIT: Shall mean and refer to an Affordable Condominium or a Market Condominium, as the case may be. It shall be synonymous with "Condominium Unit" whether occupied by the Owner or leased to a tenant.

2. PART OF ASSOCIATION. The Affordable Condominiums shall be located within The Grande at Colts Neck, A Condominium and shall be a part of the Association, and shall have access to all common open space

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and other community facilities within the development comparable to access by occupants of the Market Units, and shall be subject to the same rules and regulations and entitled to the same rights and privileges as any and all other Units within the Association.

3. FLOOR PLANS AND UNIT DISTRIBUTION. The Grande at Colts Neck will have four (4) categories of Affordable Condominiums: two-bedroom Low-Income Condominium, two-bedroom Moderate-Income Condominium, three-bedroom Low-Income Condominium, and three-bedroom Moderate-Income Condominium. The Affordable Condominiums shall consist of at least 15% three-bedroom and 35% two-bedroom units with the remaining units consisting of such combination of two- and three-bedroom units as necessitated by the requirements of the Qualified Purchasers, provided same are determined at or prior to issuance of the building permit for an Affordable Condominium building. Two-bedroom Units shall be affordable to no more than a three-person Household and three-bedroom Units shall be affordable to no more than a five-person Household. The rental and sales of Affordable Units shall have substantially the same ratio of two- and three-bedroom Units. Affordable Condominium buildings shall have compatible exteriors to the Market Condominium houses.

4. LOCATION AND REQUIREMENTS. SGS Communities at Colts Neck, L.P. and Schoor Colts Neck Development Corp. shall sell or rent a total of eighty-eight (88) Affordable Condominiums to Low- and Moderate-Income Families in accordance with the provisions of this Affordable Housing Plan; 50% of the sales and rental units shall be Affordable for Low-Income Families and 50% shall be Affordable for Moderate-Income Families. The location of these eighty-eight (88)

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Affordable Condominiums is contained in Exhibit A of this Plan.

Pursuant to Section 619.1(G)(a) of the Colts Neck Development Regulations, at least 25%, or 22, of the total Affordable Condominiums shall be rental units. Provided however, that all of the Affordable Condominiums may be for sale Units if the developer proceeds under Section 619.1(G)(b) of the Colts Neck Development Regulations or the Colts Neck Township Committee waives or modifies same.

One half of all Affordable Condominiums shall be priced so as to be eligible for rent or purchase by Low-Income Households earning between a floor of forty percent (40%) and a ceiling of fifty (50%) of the median family income and one half of all Affordable Condominiums shall be priced to be eligible for rent or purchase by Moderate-Income Households earning between a floor of fifty percent (50%) and a ceiling of eighty percent (80%) of the median family income. Such housing units shall be priced to be affordable to Households representing an evenly distributed cross-section of Households within the above-stated income ranges.

Rents may be increased annually based on the percentage increase in median income for the Township's housing region as determined by the Council on Affordable Housing. Every occupant of a Low-Income rental Unit shall, on or before April 15 of each year, file an annual statement of income and expense of occupancy for the Household with the Office of the Township Administrator on a form provided by the Township. In instances where a Household's Income for the previous year increases to an amount such that the Household's Income would qualify for a higher rent under the guidelines for initial occupancy rents established herein, then the present year's rent may be increased based on the new Household Income. Where the rent paid exceeds the allowable rent for Affordable

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Units including rent increases as allowed above, the excess shall be divided equally between the Township and the Owner of the unit(s). The revenues received by the Township shall be limited to Affordable Housing Programs consistent with 619.1 of the Township Ordinance and/or Spending Plans approved by COAH under NJAC 5:93.

5. Restrictions on Resale, Maintenance, Duration, Amendment. The Grande at Colts Neck, A Condominium ultimately to be comprised of a total of two hundred and seventy-six (276) residential dwellings, includes eighty-eight (88) residential dwellings known as Affordable Condominiums which are subject to this Affordable Housing Plan (66 for sale and 22 rental units). This Affordable Housing Plan was a condition of approval imposed upon SGS Communities at Colts Neck, L.P. and Schoor Colts Neck Development Corp. by the Approving Authority of the Township of Colts Neck in connection with the application for development of The Grande at Colts Neck, A Condominium. The Township of Colts Neck imposed this requirement upon SGS Communities at Colts Neck, L.P. and Schoor Colts Neck Development Corp. in an effort to satisfy the December 1, 1986 Judgment of Compliance and Repose of the Superior Court of New Jersey and to satisfy a portion of the Township's constitutional obligation to make affordable housing available within the Township.

Except as set forth in Section 8 below, all Affordable Condominiums may not be sold or resold, rented or re-rented, for a purchase price or rental amount greater than the original purchase price or rental amount plus an annual increase based on the percentage increase in the regional median income limit for the Region as determined by COAH. Affordable

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Condominiums may not be sold, resold, rented, or re-rented other than to a Household qualifying as a Low- or Moderate-Income Family for the number of people and the size unit intended to be occupied and in compliance with all rules, regulations, and requirements duly promulgated by the Township of Colts Neck. However, SGS Communities at Colts Neck, L.P. and Schoor Colts Neck Development Corp. reserve the right to sell any or all of the rental Units to an entity that is not a Qualified Purchaser but who will own the rental units and will lease and assume all other obligations pertaining to said rental Units that are restricted to Low- and Moderate-Income Household occupancy. It is the intent and purpose that these Affordable Condominiums be and remain Affordable Condominiums which are affordable to Low- and Moderate-Income Families in accordance with the provisions of this Affordable Housing Plan.

In addition to the foregoing restrictions, the sale, resale, rental, and re-rental of Affordable Condominiums shall be subject to the rules and regulations of the Township of Colts Neck and the Administrator. (See also Section 6 below.) The Administrator shall monitor and approve resales and rentals of Affordable Condominiums to assure that purchasers or tenants of same shall be Low- or Moderate-Income purchasers or tenants as defined by the Income criteria in effect at the time of the proposed resale or lease, except as may be exempted under Section 8 below. Subject to the foregoing, the Administrator shall approve any resale or rental of an Affordable Condominium so long as the purchase price or rent amount as required in the contract of sale and the Deed conveying Title to the new Buyer or in the lease is not greater than the original purchase price or rent amount increased by the percentage allowance as defined above, provided, however, that the resale price may

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exceed the foregoing if a greater sum is required to pay off and discharge the existing First Purchase Money Mortgage.

Except as otherwise permitted in this Plan, every purchaser or tenant of an Affordable Condominium shall use it for their own primary residence and shall certify on a form prescribed by the Administrator that he or she is acquiring or leasing the Unit as his or her family's primary place of residence. Purchasers or tenants may lease or sublet such Units only with the prior written approval of the Administrator and such leases or sublettings shall only be to persons eligible therefor and at rent levels not exceeding those in effect at that time for the respective type of Low- or Moderate-Income Unit.

Owners of Affordable Condominiums may add amenities or Improvements to such Units. However, the effect of these Improvements may not increase the resale or re-rent price of the Unit beyond amounts which are permitted by the COAH Rules.

Owners of Affordable Condominiums shall maintain the interior and exterior of their units (unless such maintenance is provided by the Association) in accordance with the standards of the Market Condominiums within the development. Failure to do so shall permit The Grande at Colts Neck Condominium Association to do so at the cost and expense of the Owner of the Affordable Condominium, and the Association shall have a lien on the Unit for the recovery of all sums expended for such purpose as provided for in the Master Deed for The Grande at Colts Neck, A Condominium. Other than any such lien, any and all Assessments by the Association assessed upon any Affordable Condominium shall be limited to 33 1/3% of the fee for the market condominiums plus the reserves within the Budget for the repair and

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maintenance for the exterior of the Affordable Condominium Buildings. Commencing upon the date upon which the provisions of this Plan expire or terminate as to a particular Affordable Condominium, Affordable Condominiums shall be billed and shall make payment of the monthly condominium fee (including the exterior repair and maintenance reserve amount) in the same manner as a Market Unit. At no time shall the Association levy an Assessment upon an Affordable Condominium for an Association expense for which Market Condominiums are not also being assessed, except as may be provided in the Affordable Housing Plan (with the exception of the reserves within the budget for the maintenance and repair of the exterior of the Affordable Condominium Buildings).

Owners of Affordable Condominiums shall not convey title to, lease, or otherwise deliver possession of the Affordable Condominiums other than in accordance with the Affordable Housing Plan and the Township of Colts Neck's and the Administrator's regulations. Other than implementing the reduced condominium fee, the Association shall have no responsibility whatsoever for implementing, monitoring, enforcing, or supervising the Affordable Housing Plan.

If an Affordable Condominium is destroyed or damaged by fire, storm, or other casualty, the Association shall rebuild the unit destroyed or damaged to substantially the same condition as prior to the destruction or damage and its occupancy shall continue as an Affordable Condominium in the same manner existing prior to the destruction or damage. The Association shall carry insurance coverage upon the Affordable Condominiums equal to the replacement cost, without taking into account depreciation. of such Units. The Association shall provide the Township with proof of such insurance on demand.

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The terms, restrictions, provisions, and covenants of the Affordable Housing Plan, and the provisions of the Master Deed referring to and incorporating the Affordable Housing Plan, shall be binding upon the Owner and all heirs, successors, and assigns for 30 years from the initial sale or rental of each Unit. Unless otherwise provided for in this Plan, said conditions shall automatically expire and terminate for each Affordable Condominium thirty (30) years from the date of the initial sale or rental of the Affordable Condominium.

After the period of Affordability expires, the Affordable Condominiums may be sold to any purchaser without price controls, provided that in the case of the first sale after the expiration of the controls, fifty percent (50%) of the difference between the sales price or the fair market value of the unit whichever is greater, and the restricted sales price which could have been obtained by a Qualified Purchaser in the month before the resale controls end, shall be paid to the Township to be used for any legitimate purpose that assists in rehabilitating, maintaining, erecting, or meeting some other legitimate housing program for Low- and Moderate-Income Households.

Neither the Sponsors, the Owner, the Association, nor the Administrator shall amend or alter the provisions of the Affordable Housing Plan without first obtaining the approval of the Township of Colts Neck. Any approved amendments or modifications of this Plan shall be in writing and shall contain proof of Township approval and shall not be effective unless and until recorded with the Monmouth County Clerk.

6. AFFORDABLE HOUSING ADMINISTRATOR. The Township of Colts Neck has by Ordinance designated the Office of the Township Administrator to administer the provisions of this Affordable Housing

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Plan, and to structure and enforce the mechanism and criteria for enforcing the income/sales/rent limits, the determination of who are Qualified Purchasers of the Low- and Moderate-Income Units at the time of each sale or resale or each rental or re-rental, and for determining the allowable sale and resale, and rental and re-rental, prices of the Affordable Condominiums.

7. DEEDS OF CONVEYANCE PROVISIONS. Upon the initial sale or lease of any Affordable Condominium, the deed or lease shall contain a covenant running to the Township of Colts Neck, that, unless otherwise permitted in the Affordable Housing Plan for the Grande at Colts Neck, the unit shall not, for the period of affordability controls, be conveyed or leased or be permitted to be occupied by any household not qualified by income, or at a price or rental in excess of that specified by Section 619.1 of the Colts Neck Development Regulations, adjusted for the date of the transaction as provided in the COAH Rules or not in full conformance with all requirements of such Plan.

The above clause shall be in addition to the clause stating that the Unit is subject to the provisions of the Master Deed of The Grande at Colts Neck, A Condominium, which clause will also appear in the deeds for all Units in this development.

8. STATEMENT OF EXEMPTION -- AFFORDABLE CONDOMINIUMS. An owner, including SGS Communities at Colts Neck, L.P. and Schoor Colts Neck Development Corp., shall offer the Affordable Condominiums for rental or sale through the Administrator from the date it becomes available by the issuance of a Certificate of Occupancy pursuant to the following schedule:

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(i) During the first 90 days that the Affordable Condominium is offered for sale or rent through the Administrator, only Qualified Purchasers may execute a contract to purchase or lease.

(ii) Between the 91st day and the 120th day the Affordable Condominium is offered for sale or rent through the Administrator, the Owner in addition to pursuing contracts with Qualified Puchasers shall offer the Unit for sale or rent to those families on a list to be provided by the Administrator who expressed a desire to own or rent an Affordable Condominium but whose Income exceeded the Income limits (the "Preferred Occupant"). However, during this period contracts to purchase or lease may only be executed with Qualified Purchasers.

(iii) If at the end of the 120th day after the Affordable Condominium is offered for sale or rent through the Administrator, a Qualified Purchaser has not executed a binding contract or lease for the Unit, then the Owner shall sell or lease the Unit to any Preferred Occupant who desires to do so and the Administrator shall issue a Statement of Exemption for that sale or lease.

(iv) If at the end of the 130th day after the Affordable Condominium is offered for sale or rent through the Administrator and either a Qualified Purchaser or a Preferred Occupant has not executed a binding contract to rent or purchase the Unit, then the Administrator shall issue a Statement of Exemption for that Unit provided that the Owner provides evidence that it has made a good faith effort to sell or rent the Unit to a Qualified Purchaser and then to a Preferred Occupant as provided in this section. In the case of the initial sale or rental of a Unit, the Owner shall, in addition, be required to provide evidence it has marketed the Unit in accordance with the Affirmative Marketing Plan attached hereto as Schedule C.

Upon the Administrator's issuance of a Statement of Exemption after the Unit is offered for sale or rent through the Administrator for 130 days, the Owner, including SGS Communities at Colts Neck, L.P. and Schoor Colts Neck Development Corp. (or their designee), as the case may be, may rent or sell a Low- or Moderate-Income Unit to any interested purchaser regardless of Income. A copy of the Statement of Exemption shall be given to the purchaser or renter at the time of closing of title or to the tenant prior to occupancy. Nothing in this Plan shall be interpreted to obligate the Administrator or the Township to list, advertise, market or perform any other act to sell or rent any unit within the proposed development.

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A Statement of Exemption issued pursuant to this Plan shall be in recordable form and exempt only the specific sale, resale, or rental transaction for the Unit for which it was issued. Notwithstanding an exempt sale or rental, the sales controls, rent controls, and limitations on appreciation established herein shall continue to apply to that unit and all subsequent purchasers or renters unless a separate Statement of Exemption is issued by the Administrator. Any person occupying an Affordable Condominium pursuant to a Statement of Exemption shall take title and/or possession to the Affordable Condominium subject to the same terms, restrictions, conditions, and provisions of this Affordable Housing Plan applicable to Affordable Condominiums including those addressing use, occupancy improvements, and resale or re-rental price controls as though such purchaser or tenant were a Low- or Moderate-Income Purchaser.

Nothing shall preclude the Administrator from acting to purchase the Affordable Condominium in the name of the Township of Colts Neck and holding, renting, or conveying it to a Low- and Moderate-Income Family if such right is exercised prior to the Owner signing a valid contract to sell such Affordable Condominium to a Low- or Moderate-Income Family.

Nothing in this Section 8 shall be interpreted to supercede or vitiate Section 619.1(B)(4) of the Colts Neck Development Regulations and the developer shall comply with the construction phasing requirements set forth therein as shown below. The $250,000 contribution by the developer shall be paid in the same proportion as the following phasing schedule. Further, the developer shall be obligated to give to the Administrator the names of all interested buyers of Affordable Condominiums who were unable to buy or rent because they exceeded the Income limits.

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Percent and Number of Market- Rate Unit Issued Certificates of Occupancy	
Percent	Units
Up to 15%	28
15% + 1 to 25%	29 to 47
25% + 1 to 50%	48 to 94
50% + 1 to 75%	95 to 141
75% + 1 to 90%	142 to 169
90% + 1 to 100%	170 to 188

Min. Percent and Number of Low- and Moderate-Income Units Issued Certificates of Occupancy and $ Contribution to Be Paid		
	Units	Dollars
0%	0	$ 0
10%	8	$ 25,000
40%	36	$ 75,000
70%	62	$ 75,000
100%	88	$ 75,000
N/A		
	Total	$250,000

9. EXEMPT TRANSACTIONS. The following transactions shall be deemed "non-sales" for purposes of this Affordable Housing Plan and the Owner receiving title by virtue of any of the following transfers of ownership shall be entitled to receive from the Administrator and the Administrator shall issue a Statement of Exemption to the Owner receiving title by virtue of any of the following transfers of ownership of an Affordable Condominium:

a. between husband and wife;

b. between former spouses ordered as a result of a judicial decree of divorce (and not including sales to third parties);

c. between family members as a result of inheritance;

d. through an Executor's Deed to any Person;

e. through an Order of the Superior Court or other court; and

f. sale of rental units to an entity designated by the developer provided the Low-and Moderate-Income Units are retained as Low- and Moderate-Income Units in accordance with all the rules, regulations, and restrictions imposed by this Plan and the site plan approved by the Township. In the event that Howard M. Schoor, Donald Glendenning, Ned Siegel or Fred Rothman do not have an ownership or controlling interest in the entity designated by the developer, then the Township shall have the right to disapprove the transfer of ownership within 15 days after receiving notice of the intent to transfer, provided that such disapproval is not unreasonable.

Any such transfer of ownership shall neither extinguish the restrictions and applicability of this Affordable Housing Plan to such

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Affordable Condominium nor terminate any liens set forth under this Plan. Liens in favor of the Township of Colts Neck must be satisfied in full prior to the subsequent resale of the Affordable Condominium and all such subsequent resales are fully subject to the terms and provisions of this Affordable Housing Plan.

10. VIOLATION OF PLAN. The interest of any Owner may, at the option of the Administrator, be subject to forfeiture in the event of substantial breach of any of the terms, restrictions, and provisions of this Plan which remains uncured for a period of sixty (60) days after service of a written notice of violation upon the Owner by the Administrator. The notice of violation shall specify the particular infraction and shall advise the Owner that his or her interest may be subject to forfeiture if such infraction is not cured within sixty (60) days of receipt of the notice. The provisions of this paragraph may be enforced by the Administrator by court action seeking a judgment which could 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 same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the Affordable Condominium. Such judgment shall be enforceable at the option of the Administrator, by means of an execution sale by the Sheriff or such person who may be ordered by the Court (the Sheriff's Sale") at which the Affordable Condominium of the violating Owner shall be sold at a sales price which is not less than the amount necessary to fully satisfy and payoff any First Purchase Money Mortgage, any prior liens and costs of the enforcement proceedings including attorney's fees. The violating Owner shall have his or her right to possession terminated as well as his or her title conveyed pursuant to the Sheriff's Sale.

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The proceeds of the Sheriff's Sale shall be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the Affordable Condominium. Any additional funds shall next be applied to reimburse the Administrator 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 and then to any outstanding real estate taxes or municipal assessments. In the event that the proceeds from the Sheriff's Sale are insufficient to reimburse the Administrator in full as aforesaid, the violating Owner shall be responsible for such deficiency, in addition to any and all costs incurred by the Administrator in connection with collecting such deficiency. If after paying all of the foregoing, there remains any excess funds from the Sheriff's Sale, then those funds shall first be paid to the Association for outstanding fees or assessments and then to the violating Owner to the extent of the difference between that Owner's original purchase price for the Unit and the outstanding principal balance on the foreclosed mortgage. Thereafter, any funds remaining from the Sheriff's Sale shall be paid to the Township of Colts Neck to be used for providing Affordable housing. The Township is hereby given a first priority lien (subject to the first mortgage) to any unclaimed funds which is perfected by the recording of this Plan.

Title shall be conveyed to the purchaser at the Sheriff's Sale subject to the restrictions and provisions of the Affordable Housing Plan. The former 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. 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 Administrator

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may acquire title to the Affordable Condominium in the name of the Township of Colts Neck by satisfying or assuming the First Purchase Money Mortgage if such mortgage is assumable 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 plus costs of the enforcement proceedings including legal fees and the maximum sales price for which the Affordable Condominium could have been sold under the terms of this Affordable Housing Plan. This excess shall be treated in the same manner as the excess which would have been realized from a Sheriff's Sale as previously described.

Failure of the Affordable Condominium to be either sold at the Sheriff's Sale or acquired by the Township shall obligate the Owner to accept an offer to purchase from any Qualified Purchaser, which may be referred to the Owner by the Administrator, with such offer to purchase being equal to the maximum sales price of the Affordable Condominium as permitted by the terms and provisions of this Affordable Housing Plan. The Owner shall remain fully obligated, responsible, and liable for complying with the terms and restrictions of this Plan as well as taxes, condominium fees, and other carrying and maintenance costs until such time as title is conveyed from the Owner.

11. COVENANTS RUNNING WITH LAND. The provisions of this Affordable Housing Plan shall constitute covenants running with the land with respect to each Affordable Condominium affected hereby, and shall bind all purchasers of each such Unit, their heirs, assigns, and all persons claiming by, through, or under their heirs, executors, administrators, and assigns. The terms, restrictions, and covenants of this Plan shall, however, automatically expire and terminate for each Affordable Condominium

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thirty (30) years from the date of the initial sale or rental of the Affordable Condominium.

12. EFFECT OF FORECLOSURE. Any Affordable Condominium which is acquired by a First Purchase Money Mortgagee by deed in lieu of foreclosure, or by any purchaser at a mortgage foreclosure sale conducted by the holder of the First Purchase Money Mortgagee (but excepting the defaulting mortgagor) shall be permanently released from the restrictions and covenants of this Plan and all resale restrictions shall cease to be effective as to the First Purchase Money Mortgagee and all subsequent purchasers and mortgagees of that particular unit (except for the defaulting mortgagor), provided that the following shall occur:

(a) The notice of foreclosure shall allow the Township of Colts Neck, the Department of Community Affairs, the New Jersey Housing and Mortgage Finance Agency or a non-profit entity to purchase the unit at the maximum permitted sales price and maintain it as an Affordable Condominium;

(b) The Owner of the unit shall be personally obligated to pay to the Township of Colts Neck any surplus funds from the sale, for assuring Affordability, but only to the extent that such surplus funds exceed the difference between the maximum price permitted at the time of foreclosure and the amount necessary to redeem the debt to the financial institution, including costs of foreclosure.

(c) The defaulting mortgagor shall be personally obligated to pay to the Township of Colts Neck the maximum price of the unit permitted at the time of foreclosure less any surplus paid. Execution or foreclosure sales by any creditor other than the holder of the First Purchase Money Mortgage shall not result in release of the unit from the provisions of this Plan.

13. OBLIGATIONS OF OWNERS. Any Owner of an Affordable Condominium shall notify the Administrator within ten (10) days in writing of any default in the performance by the Owner of any obligation under either the Master Deed and By-Laws of the Association including the failure to pay any lawful and proper Assessment by the Association, or any mortgage, or other lien, against the Affordable Condominium which is

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not cured within sixty (60) days of the date upon which the default first occurs.

The Owner of an Affordable Condominium shall keep the unit in good repair and shall not commit waste thereon.

The Owner shall pay all taxes and public Assessments and Assessments by the Association levied upon or assessed against the Unit, or any part thereof, as and when the same become due and before penalties accrue.

This Affordable Condominium is part of a condominium together with appurtenances thereto. The Owner shall further fully comply with all of the terms, covenants, and conditions of said Master Deed, as well as fully comply with all terms, conditions, and restrictions of this Affordable Housing Plan.

14. TOWNSHIP'S RIGHT TO CURE. The Township of Colts Neck may, at its sole option and discretion, advance and pay all sums necessary to protect, preserve, and retain the Unit as an Affordable Condominium subject to the terms of this Plan. All sums so advanced and paid by the Township of Colts Neck shall become a lien against such Unit and shall have a priority higher than any lien except the First Purchase Money Mortgage lien and liens by duly authorized government agencies, such lien and priority being perfected by the recording of this Plan. Such sums may include, but are not limited to, insurance premiums, taxes, assessments (public or private), mortgage payments, and liens which may be or become prior and senior to any First Purchase Money Mortgage as a lien on the Unit, or any part thereof. In the event any mortgagee or other creditor of an Owner of an Affordable Condominium exercises its contractual or legal remedies available in the event of default or

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nonpayment by the Owner of an Affordable Condominium, the Owner shall notify the Administrator in writing within ten days of such exercise by the mortgagee or creditor and no later than ten days after service of any summons and complaint. Whether such notice is forwarded or not, the Administrator shall have the option to purchase, redeem, or cure any default upon such terms and conditions as may be agreeable to all parties in interest and/or to acquire or take an assignment of the mortgage to the Unit, thereby, replacing and stepping into the same priority status as that Mortgagee as the mortgagee of the Unit. The Township of Colts Neck shall have the same priority of lien as was held by the replaced mortgagee at the time the Township of Colts Neck acquires or takes an assignment of such Mortgage, and shall have the right of subrogation, with respect to any other claim or lien it satisfies or acquires.

15. PROVISION FOR FIRST PURCHASE MONEY MORTGAGEE. The terms and restrictions of this Affordable Housing Plan shall be subordinate only to the First Purchase Money Mortgage lien on any Affordable Condominium and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of default as to those remedies not inconsistent with this Plan and which are set forth in the First Purchase Money Mortgage documents for the unit. All other classes of creditors and liens shall be subject to and bound by the terms of this Plan and shall have a lower priority lien than the Administrator and the Township of Colts Neck. The First Purchase Money Mortgagee and/or mortgage servicer shall serve written notice upon the Administrator within ten (10) days after the First Purchase Money Mortgage is three (3) months in arrears, and again within ten (10)

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calendar days of the filing of the complaint seeking foreclosure of the First Purchase Money Mortgage held on an Affordable Condominium.

However, the obligation of the First Purchase Money Mortgagee and servicer to notify the Administrator shall not apply if the First Purchase Money Mortgage is sold to the Federal National Mortgage Association or in the secondary market and the rules and regulations or guidelines of the Federal National Mortgage Association prohibit or exclude placing such obligation upon the holder of the mortgage or its service representative. If the First Purchase Money Mortgagee is obligated to give the Administrator the above-mentioned notices, the First Purchase Money Mortgagee shall also serve written notice of any proposed Foreclosure sale upon the Administrator at least thirty (30) days prior to the first scheduled date of such sale. The First Purchase Money Mortgagee shall serve notice upon the Administrator within thirty (30) days after the sale of the First Purchase Money Mortgage to the Federal National Mortgage Association or in the secondary mortgage market.

The Township of Colts Neck and/or the Administrator or any instrumentality designated by the Township shall have the right to satisfy any mortgage which is in default at any time prior to the entry of a foreclosure judgment, or within the redemption period thereafter. Notification of a default and of the institution of a Foreclosure action and of a Sheriff's sale shall be served in writing upon the Administrator, with a copy to the Township Clerk. The Township of Colts Neck shall at all times be considered a party in interest and shall have the right to be joined as a party defendant and/or shall have the right to intervene in any foreclosure action seeking foreclosure of a First Purchase Money Mortgage and/or shall have the right to redeem and acquire the Owner's equity of

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redemption or to acquire the unit from the Owner upon such terms and conditions as may be determined by the Administrator.

16. DISCLOSURE STATEMENTS. SGS Communities at Colts Neck, L.P. and/or Schoor Colts Neck Development Corp. shall provide Disclosure Statements to all initial purchasers or renters of Affordable Condominiums for execution at or prior to the execution of any contract of sale or lease. The provisions of such disclosure statements shall be as set forth on Exhibit B attached hereto. All Owners of Affordable Condominiums shall provide copies of such Disclosure Statements to subsequent buyers or tenants for execution prior to execution of contracts for sale or leases with such buyers or tenants. The Owner shall file executed copies of the "Disclosure Statement" with the Administrator.

17. MARKETING. The developer of The Grande at Colts Neck shall market the sale and rental of the Affordable Condominiums in the manner set forth in the Marketing Plan attached hereto as Exhibit C.

18. SERVICE UPON TOWNSHIP OR ADMINISTRATOR. Wherever in this document the Administrator or the Township of Colts Neck is authorized to receive letters, contracts, or other documents, the Administrator shall be the person to whom same are delivered.

19. CAPTIONS AND HEADINGS. All captions and headings in this Affordable Housing Plan are for purposes of reference only and shall not affect the interpretation or construction of any provision of this Affordable Housing Plan.

20. SEVERABILITY. It is the intention of both the Township of Colts Neck and SGS Communities at Colts Neck, L.P. and Schoor Colts Neck Development Corp. that the provisions of this instrument are severable so that if any provision, condition, covenant, or restriction hereof shall be

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invalid or void under any applicable Federal, State, or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant, or restriction hereof, is at the time of recording of this instrument, void, voidable, or unenforceable as being contrary to any applicable Federal, State, or local law, all parties, their successors and assigns, and all persons claiming by, through, or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution and recording of this instrument.

21. AGREEMENT AND PENALTY. SGS Communities at Colts Neck, L.P. and/or Schoor Colts Neck Development Corp. (or their assigns and successors) shall construct the eighty-eight (88) Affordable Condominiums consisting of 66 for sale units and 22 rental units and agrees that all such designated Affordable Condominiums shall be initially sold, rented, and marketed in accordance with the provisions of this Affordable Housing Plan and Section 619.1 of the Colts Neck Development Regulations. Failure of the developer to comply with any of these requirements shall be cause for denial of Certificates of Occupancy to Market Condominiums in the development for which such Certificates have not already been granted.

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22. GENERAL. Except as set forth herein, the procedures for resale and eligible capital improvements, with respect to any Affordable Condominium which is the subject of this Plan, shall be in accordance with standards promulgated or hereafter promulgated by the Council on Affordable Housing. In addition, the income standards to qualify as a purchaser or renter of any affordable condominium provided for under this plan shall be in accordance with standards promulgated or hereafter promulgated by the Council on Affordable Housing.

Dated: 10/15/93

SGS COMMUNITIES AT COLTS NECK, L.P., a New Jersey Limited Partnership

By: SGS Colts Neck Development Corp., a New Jersey Corporation

ATTEST:

Fred B. Rothman, Secretary

Donald A. Glendenning, Vice President

ATTEST:

SCHOOR COLTS NECK DEVELOPMENT CORP., a New Jersey Corporation.

Fred B. Rothman, Secretary

By: Howard M. Schoor, President

TOWNSHIP OF COLTS NECK

, Township Clerk

By: , Mayor

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EXHIBIT B

DISCLOSURE STATEMENT FOR AFFORDABLE CONDOMINIUMS IN THE GRANDE AT COLTS NECK, A CONDOMINIUM

The home which you are considering purchasing is an Affordable Condominium as defined in a document entitled "Affordable Housing Plan for the Grande at Colts Neck, A Condominium", which has been or will be recorded with the Clerk of the County of Monmouth and is on file with the Clerk of the Township of Colts Neck. The Affordable Housing Plan was prepared by SGS Communities at Colts Neck, L.P. and Schoor Colts Neck Development Corp. and was a requirement of the Township of Colts Neck under a Judgment of Compliance and Repose of the Superior Court of the State of New Jersey and the Township's subsequent approval of The Grande at Colts Neck. A complete reading of the Plan, which is included in the Public Offering Statement, is necessary to fully understand the restrictions contained in the Plan which affect the home you are considering purchasing. By way of a brief summary, the following restrictions are contained in the Plan:

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1. The rights and obligations concerning the control over sales and resale prices, rent and re-rent levels, and maximum household incomes for eligible occupants are a deed restriction on the unit and shall not be violated. In the event of a violation of the Plan, then the unit owner will be subject to appropriate legal action that may result in liens, penalties, and/or the loss of the unit.

2. Purchasers or tenants of these Affordable Condominiums are limited to Low- and Moderate-Income Families. These Affordable

Condominiums must be occupied by the Owner and may not be rented except as may be permitted by the Township of Colts Neck or its designee. This restriction applies to the initial purchase and occupancy and all resales and re-rentals in the case of designated rental units.

3. These Affordable Condominiums may not be resold at a sales price greater than the initial sales price plus an annual increase based on the percentage increase in the regional median income limit as determined by the New Jersey Council on Affordable Housing ("COAH") for the Monmouth County Region, or as may be required by COAH should the Township seek and receive Substantive Certification from COAH.

4. Owners of Affordable Condominiums may add reasonable amenities or improvements to such units; the resale or re-rental price may include reimbursements for documented monetary outlays for such reasonable improvements and reasonable costs incurred in selling the Unit, provided same has been approved by the Township of Colts Neck in accordance with COAH Regulations. Therefore, it is possible that the cost of some of the improvements made by Owners may not be recoverable at the time of resale.

5. These Affordable Condominiums shall pay a reduced condominium fee set at thirty-three and one-third (33 1/3%) percent of the assessment levied upon the market condominium units in The Grande at Colts Neck. In addition to this condominium fee, the Affordable Condominiums will be responsible for the reserves within the Budget for maintenance and repairs of the exteriors of the Affordable Condominium buildings pursuant to the Budget. Owners of these Affordable Condominiums have the very same rights, privileges, duties and obligations as any other condominium owner in The Grande at Colts Neck, A Condominium. There are no restrictions or limitations upon the ability of Owners of these units to participate in the affairs of the Association.

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6. The terms, restrictions, provisions, and covenants of the Affordable Housing Plan, and the provisions of the Master Deed referring to and incorporating the Affordable Housing Plan, shall automatically expire and terminate with respect to the Affordable Condominium thirty (30) years from the date of the initial sale of the Affordable Condominium.

The above are the limitations and restrictions which most greatly affect the Affordable Condominium in The Grande at Colts Neck, A Condominium. The purchaser should read the entire Affordable Housing Plan to fully understand the Plan and its requirements and obligations.

I have read the contents of this Disclosure Statement and understand same. I have been instructed that a thorough reading of the Affordable Housing Plan in its entirety is necessary to understand its requirements and obligations. I have been further instructed to seek the assistance and advice of an attorney in reviewing that Plan.

_____ _____

Date Prospective Purchaser

_____ _____ _____

Bldg. No. Unit No. Prospective Purchaser

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EXHIBIT C

AFFIRMATIVE MARKETING PLAN

As a condition of development approval, SGS Communities at Colts Neck, L.P. and Schoor Colts Neck Development Corp. (and their successors and assigns), the developer of 88 Low- and Moderate-Income units at "The Grande at Colts Neck, A Condominium", shall affirmatively market those units in accordance with the following Affirmative Marketing Plan and NJAC 5:93-11.

SGS Communities at Colts Neck, L.P. and Schoor Development Corp. shall place advertisements in the Colts Neck Calendar and the News Transcript for approximately three months. Advertisements will then be placed in the Holmdel Happening as well as the Colts Neck Calendar and the News Transcript for approximately 30 days. Thereafter, advertisements may be placed in all of the foregoing newspapers plus the Asbury Park Press for approximately 30 days. Thereafter, the developer may advertise in newspapers and journals it deems appropriate to sell the units. The advertisement shall notify potential purchasers of the availability of Low- and Moderate-Income units in the Condominium and will contain at least the following information:

(a) A Statement that the units being offered are available to Low- and Moderate-Income Households.

(b) An estimate of the maximum income based upon family size for Low- and Moderate-Income Households which would qualify for this program at the time the units are advertised, based on COAH's income levels.

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RESOLUTION - 1993-93
Approving Affordable Housing Plan for The Grande at Colts Neck

BE IT RESOLVED by the Township Committee of the Township of Colts Neck that it hereby approves the Affordable Housing Plan for The Grande at Colts Neck, submitted by SGS Communities at Colts Neck, L.P. and Schoor Colts Neck Development Corp., and

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign said plan, and

BE IT FURTHER RESOLVED that said execution by the Mayor and Clerk shall only be done upon written correspondence from the Township Attorney approving said Plan

BE IT FURTHER RESOLVED that copies of this Resolution be forwarded to the following:

1. Colts Neck Planning Board
2. SGS Communities, Inc.
3. William Queale, Township Planner
4. Glenn Gerken, Township Engineer
5. John O. Bennett, III, Township Attorney

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I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Committee of the Township of Colts Neck on the 28th day of July, 1993.

Robert Bowden, Township Clerk

INTRODUCED BY: Mr. McClintock
SECONDED BY: Mr. Goodwin

ROLL CALL
APPROVE: Mayor Scotti, Deputy Mayor McClintock, Committeemen Pearson, Yodakis and Goodwin
OPPOSE: None

COPIES OF THE APPLICATION FORMS TO BE COMPLETED BY PURCHASERS OF GARDEN UNITS WILL BE APPENDED TO THIS AFFORDABLE HOUSING PLAN UPON SPONSORS' RECEIPT OF SAME FROM THE TOWNSHIP OF COLTS NECK.

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8. Amboy Road Associates Documentation

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Monmouth County Document Summary Sheet

MONMOUTH COUNTY CLERK
PO BOX 1251
MARKET YARD
FREEHOLD NJ 07728

Return Name and Address
AFRM TITLE & ABSTRACT, LLC
30 FRENEUA AVENUE
MATAWAN, NJ 07747

601173

Official Use Only

CHRISTINE GIORDANO HANLON
COUNTY CLERK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2019088330
RECORDED ON
Sep 23, 2019
10:32:22 AM
BOOK:OR-9369
PAGE:8533
Total Pages: 7

COUNTY RECORDING FEES $90.00
TOTAL PAID $90.00

Submitting Company	AFRM TITLE & ABSTRACT, LLC
Document Type	Restrictive Covenants
Document Date (mm/dd/yyyy)	09/10/2019
Total Number of Pages (Including the cover sheet)	7
Consideration Amount (If applicable)	$160,417.00

SEP 18 2019 Official Use Only

7

10 of 4

	Name(s) (Last Name, First Name or Company Name)	Address (Optional)
First Party	AMBOY ROAD ASSOCIATES LLC	
Second Party	COLTS NECK TOWNSHIP HOUSING ADMINISTRATOR	

The Following Section Is Required for DEEDS Only

	Municipality	Block	Lot	Qualifier	Property Address
Parcel Information	Colts Neck	26	7		1 CRUISING PLACE COLTS NECK NJ 07724

Recording Reference to Original Document (If applicable)

	Book	Beginning Page	Instrument No.
Reference Information (Marginal Notation)			

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

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Prepared By:_____
Salvatore Alfieri, Esq.

#100 90

DECLARATION OF RESTRICTIVE COVENANT FOR BLOCK 26, LOT 7

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is made this 6 day of September, 2019, by Amboy Road Associates LLC an address of with 2 Hance Avenue, Tinton Falls, NJ 07724 (referred to as "Declarant").

RECITALS

1. Declarant is the owner of property located in the Township of Colts Neck, County of Monmouth, and State of New Jersey that is designated as Block 26, Lot 7 on the current Colts Neck Township Tax Map ("Property").

2. Declarant desires to file this Declaration to establish and restrict the use and occupancy of the Property so as to comply with the regulations known as the Uniform Housing Affordability Controls which are found in New Jersey Administrative Code Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, et seq.), Chapter 139 of the Colts Neck Township Ordinances, Section 102-97.1, Lower Income Housing For New Inclusionary Developments of the Colts Neck Township Code and COAH's third round rules at N.J.A.C. 5:97.1, et seq.

NOW, THEREFORE, Declarants, as owners of the Property, hereby make the following declarations:

1. **Recitals**. The Recitals set forth above are incorporated into this Declaration as if fully set forth at length.

2. **Restrictive Covenant**. The Property is subject to the following Restrictive Covenant as outlined herein. The Property may only be conveyed to a household who has been approved in advance and in writing by Colts Neck Township Housing Administrator (Housing Liaison), an administrative agent appointed by the Township of Colts Neck and qualified as a low income household.

3. **Affordable Housing Covenants**. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the control period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is

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Schedule A
COMMITMENT
(Revised Description)

File No.: AFRM-43081-O

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Colts Neck, County of Monmouth and State of New Jersey being more particularly described as follows:

BEGINNING at a point, said point being of intersection of the easterly line of Crusius Place (33.00 feet R.O.W.) and the northerly line of County Route 537 (50.00 feet R.O.W.); thence proceeding

(1) Along the easterly line of Crusius Place, North 07 degrees 52 minutes 00 seconds West, a distance of 300.00 feet to a point marked by a concrete monument found; thence

(2) Along the southerly line of Lot 6, Block 26, North 82 degrees 08 minutes 00 seconds East, a distance of 125.00 feet to a point marked by an iron pipe found; thence

(3) Along the westerly line of Lot 8, Block 26, South 07 degrees 52 minutes 00 seconds East, a distance of 300.00 feet to the point in the northerly line of Country Route 537, said point being marked by a capped pin set; thence

(4) Along the northerly line of County Route 537, South 82 degrees 08 minutes 00 seconds West, a distance of 125.00 feet to the point and place of BEGINNING.

The above description was drawn in accordance with a survey prepared by Charles Surmonte P.E.&L.S. dated August 20, 2019.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 7 in Block 26 on the Township of Colts Neck Tax Map.

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located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years;

A. The Property may be conveyed only to a household who has been certified in advance and in writing by the Colts Neck Township Affordable Housing Administrator, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent"). An owner wishing to sell the property shall file a Notice of Intent to Sell the Affordable Housing Administrator. If the owner does not sell the property within one (1) year of the date of the delivery of the Notice of Intent to sell an option to purchase the property shall be made to the Township of Colts Neck.

B. The affordable housing unit shall be sold in accordance with the rules, regulations and requirements duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.) the intent of which is to ensure that the affordable housing unit remains affordable to and occupied by a low income household throughout the control period.

C. A Repayment Mortgage and a Repayment Mortgage Note shall be executed between the owner and the Township of Colts Neck at the time of closing and transfer of title to any purchaser of the property. The Repayment Mortgage shall provide for the repayment of 50% of the price differential at the first non-exempt transfer of title after the ending date of the control period. The Repayment Mortgage shall be recorded with the records office of the county of Monmouth.

D. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

E. The affordability controls shall survive foreclosure. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

F. Once the property is sold to an income eligible purchaser the owner of the Property shall at all times maintain the Property as his or her principal place of residence.

G. At no time shall the owner of the Property (except for the original declarant of the property) lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

H. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, all improvements made to the property shall be at the owner's expense and no improvement made to the Property will be taken into consideration to

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increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent to increase the capacity for occupancy.

I. The property is designated as a three-bedroom low income dwelling unit.

J. The owner shall keep the property in good repair. The owner shall pay all taxes, charges, assessments or levies, both public and private, assessed against the property, or any part thereof, as and when the same become due.

K. At resale, all items of property which are permanently affixed to the property including refrigerator, range, washer, dryer, dishwasher wall to wall carpeting) shall be included in the maximum resale price. Other items of the property may be sold to the purchaser at a reasonable price that has been approved by the Affordable Housing Administrator. The owner and purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at resale.

L. The provisions of this Affordable Housing Declaration shall constitute covenants running with the land and shall bind all purchasers and owners, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of the Control Period.

4. **Remedies for Breach of Affordable Housing Covenants.** A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

C. The Township of Colts Neck may assign from time to time its rights and delegate its obligations hereunder without the consent of the owner. Upon such assignment, the Township, its successors or assigns shall provide written notice to the owner.

5. **Notice of Resale, Recapture Covenant and Purchase Options.**

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A. The owner of the property is required to notify the Colts Neck Affordable Housing Administrator by certified mail of any intent to sell the property 90 days prior to entering an agreement for the first non-exempt sale of the Property after conclusion of the control period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing Program.

B. Upon the first non-exempt sale of the property, Fifty Percent (50%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid to the Township of Colts Neck.

6. **Severability**. In the event that any one or more of the provisions of this Declaration is determined to be void or unenforceable, by a court of competent jurisdiction, or by law, such determination will not render this Declaration invalid or unenforceable and the remaining provisions of this Declaration will remain in full force and effect.

7. **Governing Law.** This Declaration will be governed by and construed in accordance with the laws of the State of New Jersey.

8. **Interpretation of this agreement.** The terms of this declaration shall be interpreted so as to avoid financial speculation or circumvention of the purpose of the Fair Housing Act for the duration of this Declaration and to ensure to the greatest extent possible, that the price and mortgage payments remain affordable to low income eligible households.

9. **Superiority of Declaration.** Owner warrants that no other agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in the event, the requirements of this declaration are paramount and controlling as to the rights and obligations between and among the owner, the Township of Colts Neck and their respective successors.

10. **Premises.** "The premises in question are located at 1 Crusius Place in the Township of Colts Neck, County of Monmouth and State of New Jersey which property is further known and designated as Block 26, Lot 7 as shown on the Tax Map of the Township of Colts Neck and is more particularly described in Schedule A attached hereto."

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IN WITNESS WHEREOF, Declarant has duly executed this Declaration as of the day and year first above written.

WITNESS:

Amboy Road Associates LLC

By: Lionel Lucas, Manager

ACKNOWLEDGMENT

STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

I certify that on September 6, 2019, Lionel Lucas personally came before me and stated to my satisfaction that this person:

(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as Manager of Amboy Road Associates LLC, the entity named in this instrument; and
(c) executed this instrument as the act of the entity named in this instrument.

Salvatore Alfieri, Esq.
Attorney at Law, State of NJ

Record and Return to:
Salvatore Alfieri, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
955 State Route 34, Suite 200
Matawan, NJ 07747

RTN
AFRM TITLE & ABSTRACT, LLC
30 Freneau Avenue
Matawan, New Jersey 07747
(732) 360-9501
AFRM-43081

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Monmouth County Document Summary Sheet

MONMOUTH COUNTY CLERK
PO BOX 1251
MARKET YARD
FREEHOLD NJ 07728

Return Name and Address
AFRM TITLE & ABSTRACT, LLC
30 FRENEUA AVENUE
MATAWAN, NJ 07747

601174

Official Use Only
CHRISTINE GIORDANO HANLON
COUNTY CLERK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2019088331
RECORDED ON
Sep 23, 2019
10:32:23 AM
BOOK:OR-9369
PAGE:8792
Total Pages: 7

REALTY TRANSFER FEES $670.35
COUNTY RECORDING FEES $100.00
TOTAL PAID $770.35

Submitting Company	AFRM TITLE & ABSTRACT, LLC
Document Type	Deed
Document Date *(mm/dd/yyyy)*	09/10/2019
Total Number of Pages *(Including the cover sheet)*	7
Consideration Amount *(If applicable)*	$160,417.00

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SEP 19 2019 LR $670 35 7

224

	Name(s) *(Last Name, First Name or Company Name)*	Address *(Optional)*
First Party	AMBOY ROAD ASSOCIATES LLC	
Second Party	MARINAK, RADOVAN MARINAK, VICTORIA	

The Following Section is Required for DEEDS Only

	Municipality	Block	Lot	Qualifier	Property Address
Parcel Information	Colts Neck	26	7		[illegible]

Recording Reference to Original Document *(If applicable)*

	Book	Beginning Page	Instrument No.
Reference Information *(Marginal Notation)*			

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

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updated June 2007

APPENDIX A

MANDATORY DEED FORM FOR OWNERSHIP UNITS

$100

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this the 10th day of September, 2019 by and between

Amboy Road Associates LLC (Grantor) and Radovan Marinak and Viktoria Marinak, Husband and Wife (Grantee), 1 Crusius Place, Colts Neck, NJ 07722

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred Sixty Thousand Four Hundred Seventeen and 00/100 Dollars ($160,417.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Colts Neck, County of Monmouth, State of New Jersey, and described more specifically as Block No. 26, Lot No. 7, and known by the street address: 1 Crusius Place

Being the same premises conveyed to Grantor herein by Deed from William Leshick, widower, as surviving tenant by the entirety dated October 18, 2018 and recorded on December 14, 2018 in Deed Book 9327 on Page 2153 in the office of the Clerk of Monmouth County.

Title was originally held by William Leshick and Joan M. Leshick, husband and wife by Deed from William Leshick married, dated April 6, 1993 and recorded April 13, 1993 in the Monmouth County Clerk's Office in Deed Book 5212 Page 7.

The said Joan M. Leshick departed this life on July 24, 2006, thereby vesting title in William Leshick as surviving tenant by the entirety.

Article 3. Grantor's Covenant

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LEGAL DESCRIPTION
AFRM-43081-O

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Colts Neck, County of Monmouth and State of New Jersey being more particularly described as follows:

BEGINNING at a point, said point being of intersection of the easterly line of Crusius Place (33.00 feet R.O.W.) and the northerly line of County Route 537 (50.00 feet R.O.W.); thence proceeding

(1) Along the easterly line of Crusius Place, North 07 degrees 52 minutes 00 seconds West, a distance of 300.00 feet to a point marked by a concrete monument found; thence

(2) Along the southerly line of Lot 6, Block 26, North 82 degrees 08 minutes 00 seconds East, a distance of 125.00 feet to a point marked by an iron pipe found; thence

(3) Along the westerly line of Lot 8, Block 26, South 07 degrees 52 minutes 00 seconds East, a distance of 300.00 feet to the point in the northerly line of Country Route 537, said point being marked by a capped pin set; thence

(4) Along the northerly line of County Route 537, South 82 degrees 08 minutes 00 seconds West, a distance of 125.00 feet to the point and place of BEGINNING.

The above description was drawn in accordance with a survey prepared by Charles Surmonte P.E.&L.S. dated August 20, 2019.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 7 in Block 26 on the Township of Colts Neck Tax Map.

DRAFT

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years;

A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Colts Neck Township Affordable Housing Administrator, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. The affordability controls shall survive foreclosure. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. Once the property is sold to an income eligible purchaser the owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property (except for the original declarant of the property) lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

DRAFT

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Amboy Road Associates LLC

Current Street Address

2 Hance Avenue

City, Town, Post Office Box	State	Zip Code
Tinton Falls	NJ	07724

PROPERTY INFORMATION

Block(s)	Lot(s)	Qualifier
26	7	

Street Address
1 Crusius Place

City, Town, Post Office Box	State	Zip Code
Colts Neck	NJ	07724

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100%	$160,417.00	$160,417.00	9/10/15

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
   ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

9/6/15
Date

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

Date

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

DRAFT

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and Purchase Options

A. The owner of the property is required to notify the Colts Neck Affordable Housing Administrator by certified mail of any intent to sell the property 90 days prior to entering an agreement for the first non-exempt sale of the Property after conclusion of the control period, as set forth in Section 5:9309.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing Program.

B. Upon the first non-exempt sale of the property, Fifty Percent (50%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid to the Township of Colts Neck.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Signed, sealed and delivered in
the presence of or attested by:

Amboy Road Associates LLC

By: Lionel Lucas, Manager

DRAFT

ACKNOWLEDGMENT

STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

I certify that on September 6, 2019, Lionel Lucas personally came before me and stated to my satisfaction that this person:

(a) was the maker of the attached instrument;

(b) was authorized to and did execute this instrument as Manager of Amboy Road Associates LLC, the entity named in this instrument; and

(c) executed this instrument as the act of the entity named in this instrument.

Notary Public

DANTE M. ALFIERI
Attorney at Law
State of New Jersey

DRAFT

R+R

AFRM TITLE & ABSTRACT, LLC
30 Freneau Avenue
Matawan, New Jersey 07747
(732) 360-9501

AFRM.43081

FORM OF RECAPTURE MORTGAGE NOTE IN FAVOR OF MUNICIPALITY, REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
Housing and Mortgage Finance Agency

TOWNSHIP OF COLTS NECK

Recapture Mortgage Note

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

In Connection With Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

DRAFT

THIS NOTE is dated as of September 10, 2019. For value received, Radovan Marinak and Viktoria Marinak, Husband and Wife (referred to "Owner") promises to pay to the Township of Colts Neck, which has its principal offices at 124 Cedar Drive, Colts Neck, New Jersey 07722 (the "Municipality"), the amounts specified in this Note and promises to abide by the terms contained below.

Article 1. REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a "Repayment Mortgage To Secure Payment of Amounts Due Upon First Non-Exempt Sale After Expiration of Control Period" (the "MORTGAGE"), dated September 10, 2019, of the property described below (the "PROPERTY"). The Mortgage covers real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2 of the Mortgage.

Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS

Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay fifty percent (50%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the control period still in effect to the Township of Colts Neck at the closing. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the Township of Colts Neck in the County of Monmouth, State of New Jersey, described more specifically as Block No. 26 Lot No. 7, and known by the street address: 1 Crusius Place.

Article 4. WAIVER OF FORMAL ACTS

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

Article 5. RESPONSIBILITY UNDER NOTE

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.

ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated: 9-10-19

WITNESS: _____
ANN M. KLEIN

_____
Radovan Marinak

_____
Viktoria Marinak

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STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

On this 6 day of September, 2019, before me, the subscriber, personally appeared Radovan Marinak and Viktoria Marinak who, I am satisfied, are the persons named in and who executed the within instrument, and thereupon acknowledged that they signed, sealed and delivered the same as their act and deed, for the purposes therein expressed.

_____

Notary Public

DANTE M. ALFIERI
Attorney at Law
State of New Jersey

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IN THE MATTER OF
APPLICATION NO. PB-719
OF AMBOY ROAD ASSOCIATES, LLC
BLOCK 39, LOT 11.01

RESOLUTION GRANTING
FINAL MAJOR SUBDIVISION
APPROVAL

WHEREAS, AMBOY ROAD ASSOCIATES, LLC, hereinafter the "Applicant", has proposed the development of property located at Monmouth County Route 537 and Lakeside Avenue in the Township of Colts Neck, County of Monmouth, and State of New Jersey, which property is further known and designated as Block 39, Lot 11.01 on the Tax Map of the Township of Colts Neck; and

WHEREAS, the Applicant previously applied to the Planning Board of the Township of Colts Neck for Preliminary Major Subdivision Approval with Variances to subdivide an existing 17.57 acre parcel into seven (7) new lots with one (1) off-site affordable unit, following the Growth Share Provisions of the A-1 Zone, with variances for failure to provide a 150 foot scenic corridor easement along Lakeside Avenue (Lots 1 and 2), contrary to Chapter 102, Article VII, Section 102-70.1.B., and for failure to provide a 50 foot dedication along Lakeside Avenue where 75 feet are required (Lots 1 and 2), contrary to Chapter 102, Article VII, Section 102-77.C.1. of the Colts Neck Township Development Regulations Ordinance; and

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WHEREAS, the aforesaid application for Preliminary Major Subdivision Approval with Variances was granted by Resolution of the Colts Neck Township Planning Board adopted February 9, 2016; and

WHEREAS, the Applicant has now applied to the Planning Board of the Township of Colts Neck for Final Major Subdivision Approval; and

WHEREAS, the subject property is located in the A-1 Zone District and single family residential homes with associated accessory structures are a permitted use in the Zone; and

WHEREAS, the Applicant appeared before the Planning Board of the Township of Colts Neck on May 10, 2016, due notice of said meeting having been given in accordance with New Jersey Statutes, the Open Public Meetings Act and the Municipal Land Use Law and a quorum of the Planning Board being present, the application was heard; and

WHEREAS, the Applicant's witnesses were sworn and the Planning Board having heard the testimony of the Applicant's witnesses and having examined the exhibits presented by the Applicant, and having considered all of the evidence presented in favor of or in opposition to the application, the Planning Board has made the following findings of fact:

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1) The Planning Board has received and reviewed the following documents, exhibits and reports:

1.1 Development Application of Amboy Road Associates, LLC, dated March 1, 2016, marked as Exhibit A-1 in evidence.

1.2 Boundary and Topographic Survey, prepared by Morgan Surveying, dated March 12, 2015, marked as Exhibit A-2 in evidence.

1.3 Final Plat for Block 39, Lot 11.01, prepared by Two River Engineering, dated February 25, 2016, marked as Exhibit A-3 in evidence.

1.4 Preliminary and Final Major Subdivision Plans, prepared by Two River Engineering, dated April 10, 2015, revised through March 18, 2016, marked as Exhibit A-4 in evidence.

1.5 Second Engineering Review of Planning Board Engineer Glenn Gerken, dated April 4, 2016, marked as Exhibit A-5 in evidence.

1.6 Preliminary Assessment Site Investigation Report, prepared by Brinkerhoff Environmental Services, dated March 16, 2016, marked as Exhibit A-6 in evidence.

1.7 Report of Township Planner Tim Anfuso, dated April 8, 2016, marked as Exhibit A-7 in evidence.

1.8 Report of Colts Neck Fire Prevention Bureau, dated April 1, 2016, marked as Exhibit A-8 in evidence.

1.9 Report of Colts Neck Health Officer, dated April 1, 2016, with prior Memorandum, dated June 8, 2015, marked as Exhibit A-9 in evidence.

1.10 Color Rendered Final Plat, prepared by Two River Engineering, marked as Exhibit A-10 in evidence.

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2) The premises in question are located at the intersection of Monmouth County Route 537 and Lakeside Avenue in the Township of Colts Neck, County of Monmouth and State of New Jersey which property is further known and designated as Block 39, Lot 11.01 on the Tax Map of the Township of Colts Neck.

3) The subject property is located in the A-1 Agricultural Residential Zone District and the proposed use of the property for single family residential homes with associated accessory structures is a permitted use in the zone.

4) The subject property is a 17.57 acre parcel developed with an existing horse farm. The proposed subdivision is an "inclusionary development" pursuant to the Growth Share Provisions of the Ordinance. Thus a 40 percent density increase is permitted with an Affordable Housing set aside at 20 percent. This yields a total of eight (8) lots consisting of seven (7) market rate lots and one (1) Affordable Housing Lot. The Affordable Housing Lot will be provided off-site. The application for preliminary approval included variances for not providing a 150 foot scenic corridor easement along Lakeside Avenue (Lots 1 and 2) as required by Section 102-70.1.B. of the Colts Neck Township Development Regulations Ordinance and for providing a 50 foot dedication along Lakeside Avenue where 75 feet are required (Lots 1 and 2), contrary to the provisions of Section 102-77.C.1. of the Colts Neck Township Development Regulations Ordinance. Those variances were found to be justified and were granted in connection with the Preliminary Major Subdivision Approval.

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5) The Applicant has now applied for Final Major Subdivision Approval with no additional variances requested. The Applicant presented the testimony of A. J. Garito, a Licensed Professional Engineer in the State of New Jersey, who testified that the final plat as presented, the detailed drawings and specifications for the final approval conform to the requirements of the Ordinance for final approval and the conditions set forth in the Resolution for Preliminary Approval adopted February 9, 2016. He further testified that the Brinkerhoff report demonstrates that the arsenic on the property, which was of previous concern to the Planning Board, is naturally occurring. Therefore, the New Jersey Department of Environmental Protection does not require any remediation for this condition. Mr. Garito testified that NJDEP final approval has not been received but is anticipated in the near future. Therefore, the Planning Board has determined that it is appropriate as a condition of approval to require the Applicant to provide an unrestricted use Remediation Action Order (RAO). This will be a condition of final approval before signing off on the final plat for filing. Mr. Garito also confirmed that a notation would be placed on the final plat and that the RAO shall be recorded with the County and the Municipality.

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6) Mr. Garito also confirmed that all of the technical recommendations set forth in the report of the Planning Board's Engineer, dated April 4, 2016, marked as Exhibit A-5 in evidence, will be complied with as a condition of approval. He also confirmed that all structures presently existing on the property will be demolished prior to the final plat being released for filing to perfect the subdivision.

7) Mr. Garito also addressed the report of the Township Planner, Tim Anfuso, dated April 8, 2016, marked as Exhibit A-7 in evidence, and agreed to comply with the technical requirements set forth in that report. The Planning Board also reviewed the report with respect to the delivery of the off-site Affordable Housing unit, and has determined that it is appropriate that the unit be "delivered" (actually constructed and completed with appropriate recorded covenants and restrictions) prior to the issuance of the third certificate of occupancy for the subdivision. That will be a condition of this final approval.

8) The Planning Board finds that the Applicant has provided a plat with detailed drawings, specification and estimates which conform to the standards established by Ordinance for final approval and the conditions of preliminary approval such that the grant of final major subdivision approval is appropriate at this time.

9) The Planning Board further finds that proper notice of the hearing of this application was provided in accordance with the requirements of the Municipal Land Use Law.

NOW THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Colts Neck on this 14th day of June, 2016 that the application of **AMBOY ROAD ASSOCIATES, LLC** for Final Major Subdivision Approval be and is hereby approved, which approval shall be and is hereby expressly conditioned upon compliance with the following terms and conditions:

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1) All conditions of all prior Resolutions in connection with this application, including, but not limited to, the Resolution of the Colts Neck Township Planning Board adopted February 9, 2016, are incorporated herein and are continuing conditions of this approval.

2) The Applicant shall demolish all existing structures on the property prior to the signing and release of the final major subdivision plat by the Township for recording and perfection of the subdivision.

3) The Applicant shall secure final approval from the New Jersey Department of Environmental Protection for an unrestricted use Remedial Action Order (RAO) prior to the signing of the final major subdivision plat for filing and perfection of the subdivision.

4) The final plat shall include a note referencing the unrestricted use RAO which shall also be recorded with the County and the Municipality.

5) The Applicant shall be required to deliver a completed Affordable Housing unit (constructed with certificate of occupancy and recorded Affordable Housing covenants and restrictions) prior to the issuance of the third certificate of occupancy for the market rate units in the subdivision.

6) The Applicant shall comply with the technical recommendations set forth in the report of the Planning Board's

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Engineer, dated April 4, 2016, marked as Exhibit A-5 in evidence.

7) The Applicant shall comply with the technical recommendations set forth in the report of the Township Planner, dated April 8, 2016, marked as Exhibit A-7 in evidence.

BE IT FURTHER RESOLVED that nothing herein shall excuse compliance by the Applicant with any and all other requirements of this Municipality or any other governmental entity.

BE IT FURTHER RESOLVED that a written copy of this Resolution certified by the Secretary of the Planning Board to be a true copy be forwarded to the Applicant, to the Construction Code Official of the Township of Colts Neck and to the Code Enforcement Official of the Township of Colts Neck. A written copy of the certified Resolution shall also be filed in the office of the Administrative Officer of the municipality, which copy shall be made available to any interested party and available for public inspection during normal business hours.

BE IT FURTHER RESOLVED that a proper notice of this decision be published once in the official newspaper of the municipality or in a newspaper in general circulation within the Township.

OFFERED BY: Robinson
SECONDED BY: Leccese

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ROLL CALL:

YES: Kostka, Robinson, Corsi, Leccese, Singer-Fitzpatrick and D'Eletto

NO: Leccese

ABSTAIN: None

ABSENT: Orgo

Secretary, Planning Board
Township of Colts Neck

I certify that the above is a true and exact copy of the Resolution adopted by the Planning Board of the Township of Colts Neck at its meeting held on June 14, 2016.

Secretary, Planning Board
Township of Colts Neck

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IN THE MATTER OF
APPLICATION NO. PB-719
OF AMBOY ROAD ASSOCIATES, LLC
BLOCK 39, LOT 11.01

RESOLUTION GRANTING
DEVIATION FROM CONDITIONS
OF FINAL MAJOR SUBDIVISION
APPROVAL

WHEREAS, AMBOY ROAD ASSOCIATES, LLC, hereinafter the "Applicant", has proposed the development of property located at Monmouth County Route 537 and Lakeside Avenue in the Township of Colts Neck, County of Monmouth, and State of New Jersey, which property is further known and designated as Block 39, Lot 11.01 on the Tax Map of the Township of Colts Neck; and

WHEREAS, the Applicant previously applied for and received from the Planning Board of the Township of Colts Neck Preliminary and Final Major Subdivision Approval with Variances to subdivide an existing 17.57 acre parcel into seven (7) new lots with one (1) off-site affordable unit, following the Growth Share Provisions of the A-1 Zone, with variances for failure to provide a 150 foot scenic corridor easement along Lakeside Avenue (Lots 1 and 2), contrary to Chapter 102, Article VII, Section 102-70.1.B., and for failure to provide an open space dedication along Lakeside Avenue 75 feet in depth (Lots 1 and 2), contrary to Chapter 102, Article VII, Section 102-77.C.1. of the Colts Neck Township Development Regulations Ordinance; and

WHEREAS, the aforesaid Preliminary Major and Final Major Subdivision Approvals with Variances were granted by Resolutions of the Colts Neck Township Planning Board adopted February 9, 2016 and June 14, 2016, respectively; and

WHEREAS, Special Condition 3 of the Resolution dated June 14, 2016 granting Final Major Subdivision Approval required that the Applicant secure final approval from the New Jersey

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Department of Environmental Protection for an Unrestricted Use Remedial Action Order (RAO) prior to the signing of Final Major Subdivision Plat for filing and perfection of the subdivision; and

WHEREAS, the New Jersey Department of Environmental Protection has three (3) years from the filing of an RAO to decide whether to audit the file which would result in substantial delay in the Applicant perfecting the subdivision approval and the Applicant having requested permission to deviate from that condition of approval; and

WHEREAS, the subject property is located in the A-1 Zone District and single family residential homes with associated accessory structures are a permitted use in the Zone; and

WHEREAS, the Applicant appeared before the Planning Board of the Township of Colts Neck on August 9, 2016, due notice of said meeting having been given in accordance with New Jersey Statutes, the Open Public Meetings Act and the Municipal Land Use Law and a quorum of the Planning Board being present, the application was heard; and

WHEREAS, the Applicant's witnesses were sworn and the Planning Board having heard the testimony of the Applicant's witnesses and having examined the exhibits presented by the Applicant, and having considered all of the evidence presented in favor of or in opposition to the application, the Planning Board has made the following findings of fact:

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1) The Planning Board has received and reviewed the following documents, exhibits and reports:

1.1 Resolution granting Final Major Subdivision Approval with Variances, adopted June 14, 2016, marked as Exhibit A-1 in evidence.

1.2 Correspondence from Attorney Salvatore Alfieri, dated July 14, 2016 requesting a deviation from conditions of approval, marked as Exhibit A-2 in evidence.

1.3 Letter from Brinkerhoff Environmental Services, Inc. dated June 21, 2016, marked as Exhibit A-3 in evidence.

1.4 Report of Township Planner Tim Anfuso, dated August 5, 2016, marked as Exhibit A-4 in evidence.

1.5 Report of Colts Neck Fire Prevention Bureau, dated July 15, 2016, marked as Exhibit A-5 in evidence.

1.6 Report of Architectural Review Committee dated July 26, 2016, marked as Exhibit A-6 in evidence.

1.7 Email report of LSRP Supervising Scientist Rohan Tadas, dated August 3, 2016, marked as Exhibit A-7 in evidence.

2) The premises in question are located at the intersection of Monmouth County Route 537 and Lakeside Avenue in the Township of Colts Neck, County of Monmouth and State of New

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Jersey which property is further known and designated as Block 39, Lot 11.01 on the Tax Map of the Township of Colts Neck.

3) The subject property is located in the A-1 Agricultural Residential Zone District and the proposed use of the property for single family residential homes with associated accessory structures is a permitted use in the zone.

4) The Applicant was previously granted Preliminary and Final Major Subdivision Approval with Variances by Resolutions adopted February 9, 2016 and June 14, 2016, respectively, the contents of which are incorporated herein by reference.

5) The Resolution of June 14, 2016 contained Special Conditions including Special Condition Number 3 which provides "The Applicant shall secure final approval from the New Jersey Department of Environmental Protection for an Unrestricted Use Remedial Action Order (RAO) prior to the signing of the Final Major Subdivision Plat for filing and perfection of the subdivision."

6) The Applicant presented the testimony of Laura Brinkerhoff, an environmental scientist with thirty years of experience who has been a licensed site remediation professional (LSRP) since 2009 when the New Jersey Department of Environmental Protection (NJDEP) instituted that program. Ms. Brinkerhoff testified that she has submitted to NJDEP a request for audit and approval of an unrestricted use response action outcome (RAO) for the subject property approving her determination that the elevated arsenic levels located on the subject property are

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naturally occurring and do not require any remediation. She testified that this request was made in March of 2016 and that NJDEP has a period of three years within which to decide whether to review and audit the report. She further advised that NJDEP has no required time frame within which to perform the audit except that if there is no audit performed within three years the RAO becomes final.

7) Ms. Brinkerhoff further testified that she has prepared one-hundred sixteen RAOs since the inception of the program. Of those one-hundred sixteen RAOs, only eight were audited by NJDEP and none of them have been invalidated. She further testified that since the inception of the program over eight thousand RAOs have been submitted to NJDEP and only nine of those have been overturned. She testified that she followed the NJDEP protocol strictly and conservatively and that there is little or no likelihood that it will be audited or that it will be overturned. She characterized the issues relating to the subject property as being extremely minor environmental issues.

8) The Board discussed its concern regarding persons who will purchase lots in this subdivision for their homes and that they would not have knowledge of the elevated arsenic levels in the soil. In response the Applicant offered to place within all of its Contracts a disclosure notice required to be initialed by any potential Buyer so that they will be aware, prior to entering into a contract for purchase, of the conditions of the property and that the RAO is subject to NJDEP review until March of 2019. The Planning Board further notes that pursuant to its prior Resolutions the Applicant is required to record the RAO

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with the Monmouth County Clerk to provide further notice of this issue.

9) As a result of the foregoing, the Planning Board finds that it is appropriate to permit the Applicant to deviate from Special Condition Number 3 of the June 14, 2016 Resolution and to permit the subdivision to be signed and filed with the County Clerk to perfect the subdivision. Consequently Special Condition Number 3 of the June 14, 2016 Resolution is hereby deleted subject to the conditions of this Resolution.

10) The Planning Board further finds that proper notice of the hearing of this application was provided in accordance with the requirements of New Jersey Statutes and the Municipal Land Use Law.

NOW THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Colts Neck on this 13th day of September, 2016 that the application of **AMBOY ROAD ASSOCIATES, LLC** for deviation from Special Condition Number 3 of the Planning Board Resolution adopted June 14, 2016 be and is hereby approved, which approval shall be and is hereby expressly conditioned upon compliance with the following terms and conditions:

1. Except as modified herein, all conditions of all prior Resolutions in connection with this application shall be continuing conditions of this approval.

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2. Special Condition Number 3 of the resolution of the Planning Board of the Township of Colts Neck adopted June 14, 2016 is hereby deleted.

3. The Applicant shall place in all sale Contracts for Lots in the subdivision a disclosure notice to be initialed by the Contract purchaser as follows:

"DISCLOSURE: THE SOIL WITHIN THE SUBDIVISION IN WHICH THE SUBJECT PROPERTY IS LOCATED HAS ELEVATED CONCENTRATIONS OF NATURALLY-OCCURRING ARSENIC WHEN COMPARED WITH THE NJDEP RESIDENTIAL DIRECT CONTACT STANDARDS. AN UNRESTRICTED REMEDIAL ACTION OUTCOME (RAO) WAS ISSUED BY BRINKERHOFF ENVIRONMENTAL SERVICES, INC. DATED March 16, 2016 (SEE COPY OF RAO ATTACHED). THE NJDEP HAS UNTIL March 19, 2019 IN WHICH TO AUDIT THE RAO. THE NJDEP AUDIT MAY RESULT IN THE MODIFICATION OR REJECTION OF THE RAO.

INITIAL _____, **Buyer**

INITIAL _____, **Buyer "**

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BE IT FURTHER RESOLVED that nothing herein shall excuse compliance by the Applicant with any and all other requirements of this Municipality or any other governmental entity.

BE IT FURTHER RESOLVED that a written copy of this Resolution certified by the Secretary of the Planning Board to be a true copy be forwarded to the Applicant, to the

Construction Code Official of the Township of Colts Neck and to the Code Enforcement Official of the Township of Colts Neck. A written copy of the certified Resolution shall also be filed in the office of the Administrative Officer of the municipality, which copy shall be made available to any interested party and available for public inspection during normal business hours.

BE IT FURTHER RESOLVED that a proper notice of this decision be published once in the official newspaper of the municipality or in a newspaper in general circulation within the Township.

OFFERED BY: Crossan
SECONDED BY: Corsi
ROLL CALL:

YES: Robinson, Corsi, Crossan, Leccese, Lutkewitte, Powell and D'Eletto
NO: None
ABSTAIN: None
ABSENT: Kostka, Orgo, Fitzgerald and Singer-Fitzpatrick

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Secretary, Planning Board
Township of Colts Neck

I certify that the above is a true and exact copy of the Resolution adopted by the Planning Board of the Township of Colts Neck at its meeting held on September 13, 2016.

Secretary, Planning Board
Township of Colts Neck

IN THE MATTER OF	**RESOLUTION GRANTING**
APPLICATION NO. PB-719	**PRELIMINARY MAJOR**
OF AMBOY ROAD ASSOCIATES, LLC	**SUBDIVISION APPROVAL**
BLOCK 39, LOT 11.01	**WITH VARIANCES**

WHEREAS, AMBOY ROAD ASSOCIATES, LLC, hereinafter the "Applicant", has proposed the development of property located at Monmouth County Route 537 and Lakeside Avenue in the Township of Colts Neck, County of Monmouth, and State of New Jersey, which property is further known and designated as Block 39, Lots 11.01 on the Tax Map of the Township of Colts Neck; and

WHEREAS, the Applicant has applied to the Planning Board of the Township of Colts Neck for Preliminary Major Subdivision Approval with Variances to subdivide an existing 17.57 acre parcel into seven (7) new lots with one off-site affordable unit, following the Growth Share Provisions of the A-1 Zone, with variances for failure to provide a 150 foot scenic corridor easement along Lakeside Avenue (Lots 1 and 2), contrary to Chapter 102, Article VII, Section 102-70.1.B., and for failure to provide a 50 foot dedication along Lakeside Avenue where 75 feet are required (Lots 1 and 2), contrary to Chapter 102, Article VII, Section 102-77.C.1. of the Colts Neck Township Development Regulations; and

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WHEREAS, the subject property is located in the A-1 Zone District and single family residential homes with associated accessory structures are a permitted use in the Zone; and

WHEREAS, the Applicant appeared before the Planning Board of the Township of Colts Neck on July 14, 2015, September 8, 2015, November 10, 2015 and January 12, 2016 respectively, due notice of said meetings having been given in accordance with New

Jersey Statutes, the Open Public Meetings Act and the Municipal Land Use Law and a quorum of the Planning Board being present, the application was heard; and

WHEREAS, the Applicant's witnesses were sworn and the Planning Board having heard the testimony of the Applicant's witnesses and having examined the exhibits presented by the Applicant, and having considered all of the evidence presented in favor of or in opposition to the application, the Planning Board has made the following findings of fact:

1) The Planning Board has received and reviewed the following documents, exhibits and reports:

1.1 Development Application of Amboy Road Associates, LLC, dated May 27, 2015, marked as Exhibit A-1 in evidence.

1.2 Aerial Photograph of subject property, marked as Exhibit A-2 in evidence.

1.3 Preliminary Major Subdivision Plans for Block 39, Lot 11.01, prepared by Two River Engineering, dated April 10, 2015, revised May 29, 2015, consisting of 11 sheets marked as Exhibit A-3 in evidence.

1.4 Concept Plan #1 for Lucas Major Subdivision for Block 39, Lot 11.01, prepared by Two River Engineering, dated June 2, 2015, revised June 4, 2015, consisting of 1 sheet marked as Exhibit A-4 in evidence.

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1.5 Shade Tree Commission Report, dated June 4, 2015, marked as Exhibit A-5 in evidence.

1.6 Architectural Review Committee Report, dated April 28, 2015, marked as Exhibit A-6 in evidence.

1.7 Report of Township Health Officer, dated April 15, 2015, marked as Exhibit A-7 in evidence.

1.8 Report of Colts Neck Fire Prevention Bureau, dated April 17, 2015, marked as Exhibit A-8 in evidence.

1.9 Report of Planning Board Engineer Gerken, dated June 5, 2015, marked as Exhibit A-9 in evidence.

1.10 Report of Township Planner Tim Anfuso, dated June 4, 2015, marked as Exhibit A-10 in evidence.

1.11 Boundary & Topographic Survey, prepared by Morgan Engineering & Surveying, dated March 12, 2015, marked as Exhibit A-11 in evidence.

1.12 Stormwater Management Report, prepared by Two River Engineering, dated March 3, 2015, marked as Exhibit A-12 in evidence.

1.13 Packet of various deeds of easement and agreements filed with the Monmouth County Clerk, marked as Exhibit A-13 in evidence.

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1.14 Supplemental Report of Township Planner Tim Anfuso, dated July 9, 2015, marked as Exhibit A-14 in evidence.

1.15 Concurring e-mail of Engineer Gerken, dated July 9, 2015, marked as Exhibit A-15 in evidence.

1.16 Report of Health Officer Frank, dated June 8, 2015, marked as Exhibit A-16 in evidence.

1.17 Environmental Commission Report, dated June 5, 2015, marked as Exhibit A-17 in evidence.

1.18 Mounted Tax Map, prepared by Two River Engineering, showing subject property and surrounding properties, marked as Exhibit A-18 in evidence.

1.19 Existing Conditions Exhibit, dated April 10, 2015, revised May 9, 2015, of Plan Sheet #2, prepared by Two River Engineering, marked as Exhibit A-19 in evidence.

1.20 Photo Board with twelve 8.5" x 11" photographs (six on each side) marked as Exhibit A-20 in evidence.

1.21 Conforming Concept Plan with six lots, revised July 5, 2015, marked as Exhibit A-21 in evidence.

1.22 Color rendered Sheet #4 of 11, prepared by Two River Engineering, dated April 10, 2015, revised May 29, 2015, marked as Exhibit A-22 in evidence.

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1.23 Preliminary Major Subdivision Plan, prepared by Two River Engineering, dated April 10, 2015, revised August 20, 2015, marked as Exhibit A-23 in evidence.

1.24 Historic Pesticides Analysis Report, prepared by Two River Engineering, dated August 6, 2015, marked as Exhibit A-24 in evidence.

1.25 Report of T&M Associates, dated September 1, 2015, marked as Exhibit A-25 in evidence.

1.26 Report of Township Planner Tim Anfuso, dated September 3, 2015, marked as Exhibit A-26 in evidence.

1.27 Report of Township Health Officer Frank, dated August 28, 2015, marked as Exhibit A-27 in evidence.

1.28 Report of Environmental Commission, dated August 31, 2015, marked as Exhibit A-28 in evidence.

1.29 Report of Colts Neck Fire Prevention Bureau, dated September 4, 2015, marked as Exhibit A-29 in evidence.

1.30 Color Rendered Revised Landscape Plan, prepare by Two River Engineering, marked as Exhibit A-30 in evidence.

1.31 Site Plan with Boring Sample Locations, prepared by Two River Engineering, revised November 10, 2015, with hand written revisions of LSRP Zingis, marked as Exhibit A-31 in evidence.

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1.32 Air, Land & Sea Environmental Management Services Inc. Report, dated November 9, 2015, marked as Exhibit A-32 in evidence.

1.33 Brinkerhoff Environmental Assessment, dated December 31, 2015, marked as Exhibit A-33 in evidence.

1.34 Report of Colts Neck Environmental Commission, dated January 6, 2016, marked as Exhibit A-34 in evidence.

1.35 Report of T&M Associates, dated January 7, 2016, marked as Exhibit A-35 in evidence.

1.36 Three Historic Aerial Photographs of subject property, dating to the 1930s, marked as Exhibit A-36 in evidence.

1.37 Enlarged Aerial Photograph showing soil sample locations, marked as Exhibit A-37 in evidence.

1.38 Five mile radius soil survey map for Monmouth County, marked as Exhibit A-38 in evidence.

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2) The premises in question are located at the intersection of Monmouth County Route 537 and Lakeside Avenue in the Township of Colts Neck, County of Monmouth and State of New Jersey which property is further known and designated as Block 39, Lot 11.01 on the Tax Map of the Township of Colts Neck.

3) The subject property is located in the A-1 Agricultural Residential Zone District and the proposed use of the property for single family residential homes with associated accessory structures is a permitted use in the zone.

4) The subject property is a 17.57 acre parcel developed with an existing horse farm. The proposed subdivision is an "inclusionary development" pursuant to the Growth Share Provisions of the Ordinance. Thus a 40 percent density increase is permitted with an Affordable Housing set aside at 20 per cent. This yields a total of eight (8) lots consisting of seven (7) market rate lots and one (1) Affordable Housing lot which will be provided off-site. The application initially required a significant number of variances. During the course of the application the plans were revised reducing the variances to two. The first variance is for not providing a 150 foot scenic corridor easement along Lakeside Avenue (Lots 1 and 2) as required by Section 102-70.1.B. of the Colts Neck Township Development Regulations Ordinance. The second variance is for providing only a 50 foot dedication along Lakeside Avenue where 75 feet are required (Lots 1 and 2), contrary to the provisions of Section 102-77.C.1. of the Colts Neck Township Development Regulations.

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5) The Applicant presented the testimony of A. J. Garito, a Licensed Professional Engineer in the State of New Jersey, and John Zingis, a Licensed Site Remediation Professional, with a Bachelor of Environmental Science Degree, who has worked in the environmental field since 1983, and has been licensed by NJDEP

as an LSRP since 2012. Mr. Garito testified as to the existing conditions of the property. The subject parcel is primarily an open space horse farm area. It is the last developable lot on Lakeside Avenue. He noted that no other properties on Lakeside Avenue have a scenic corridor easement and that to impose the scenic corridor upon the subject property would be inappropriate insofar as the corridor would not connect to a similar corridor on any other properties. Mr. Garito reviewed the reports of the Planning Board's Engineer and Planner and agreed on behalf of the Applicant that all of the technical recommendations set forth in the report of the Planning Board's Engineer would be addressed and complied with. He also agreed to comply with the technical recommendations set forth in the supplemental report of the Planning Board Engineer dated September 1, 2015. He also agreed to comply with the recommendations set forth in the Planning Board's Planner's report of June 4, 2015, including specifically paragraphs 7 through 25, including the location of trees and proposed buildings to improve the aesthetic appearance. He also agreed that the Applicant will comply with the technical recommendations set forth in Mr. Anfuso's report of September 3, 2015.

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6) The Planning Board finds that the Applicant has satisfied the positive and negative criteria for the grant of the requested variance relief. The Planning Board notes that, due to the unique location and shape of the property, it is not possible to design a subdivision and maintain the easement as it would prevent Lots 1 and 2 along Lakeside Avenue from having useable rear yard space for accessory structures. The Planning Board finds that the foregoing circumstances create a hardship

upon the Applicant. Moreover, the Planning Board finds that it is a better planning result to have the 50 foot wide dedication to the Township of Colts Neck which prevents new Lots 1 and 2 from becoming corner or through lots and increases the available area for accessory structures. Moreover, the Planning Board notes that a 25 foot landscape easement has been added along the rear of Lots 3 through 7 to compensate for the reduced buffer along Lakeside Avenue. The Planning Board finds that this is a better planning result and the positive criteria have been demonstrated for those variances.

7) The Planning Board further finds that the Applicant has satisfied the negative criteria for the grant of the requested variance relief. The Planning Board finds that the 50 foot dedication along Lakeside Avenue will be left to naturally re-vegetate and will provide a pleasing rural, scenic atmosphere along Lakeside Avenue. Thus, there will be no substantial detriment to the public good. Nor will there be any impairment to the Zone Plan or Zoning Ordinance insofar as no other properties along Lakeside Avenue maintain a 150 foot scenic corridor.

8) The Planning Board notes that the Applicant provided a report demonstrating elevated levels of arsenic. Mr. Zingis submitted his report as representative of Air, Land & Sea Environmental Management Services Inc., dated November 9, 2015, and the Applicant subsequently provided additional supplemental information from Brinkerhoff Environmental services and the testimony of its principal, Laura Brinkerhoff, a certified professional Geologist for over 30 years and a licensed LSRP.

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The Board's professionals have examined this information and advised that they agree with Mr. Zingis' and Ms. Brinkerhoff's conclusion that the arsenic on the property is naturally occurring rather than created by manmade pesticides. Notwithstanding that the NJDEP does not require a remediation plan for arsenic naturally occurring on site, the Planning Board remains concerned as to the safety of the potential residents of the subdivision.

9) Ms. Brinkerhoff testified that her company is now in the process of securing a Remedial Action Outcome (RAO) which she characterized as the current equivalent of the No Further Action (NFA) letters previously issued by the New Jersey Department of Environmental Protection for remediation of a site. She advised that the Applicant would go through the entire process with NJDEP, initiating an RAO and obtaining an NJDEP audit and approval for an "Unrestricted Use (RAO)". That document will be filed with the Municipality and the Applicant further agreed to record that document in the Monmouth County Clerk's Office with a Developer's Agreement so that any subsequent purchasers of the property would be placed on notice of the arsenic condition, which, pursuant to current NJDEP Regulations, does not require any remediation insofar as the arsenic is naturally occurring in the soils.

TBD

10) The Planning Board finds that the Applicant has submitted a plat and such other information as is reasonably necessary to make an informed decision as to whether the

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requirements necessary for preliminary approval have been met. The Planning Board finds that the grant of preliminary approval for the proposed subdivision is appropriate at this time, subject to the terms and conditions set forth herein.

11) The Planning Board further finds that all property owners within 200 ft. of the premises in question were given proper notice of the hearing of this application and were provided with an opportunity to present testimony in support of or in opposition to the appeal.

NOW THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Colts Neck on this 9th day of February, 2016 that the application of **AMBOY ROAD ASSOCIATES, LLC** be and is hereby approved, which approval shall be and is hereby expressly conditioned upon compliance with the following terms and conditions:

GENERAL CONDITIONS –

1) This approval is subject to the accuracy and completeness of the submissions, statements, exhibits and other testimony filed with, or offered to, the Board in connection with this application, all of which are incorporated herein by reference and specifically relied upon by the Board in granting this approval. This condition shall be a continuing condition subsequent which shall be deemed satisfied unless and until the Board determines (on Notice to the Applicant) that a breach hereof has occurred.

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2) In the event that any documents require execution in connection with the within approval, such documents will not be released until all of the conditions of this approval have been satisfied unless otherwise expressly noted.

3) No taxes or assessments for local improvements shall be due or delinquent on the subject property.

4) The Applicant shall pay to the municipality any and all sums outstanding for fees incurred by the municipality for services rendered by the municipality's professionals for review of the application for development, review and preparation of documents, inspections of improvement and other purposes authorized by the Municipal Land Use Law. The Applicant shall provide such further escrow deposits with the municipality as are necessary to fund anticipated continuing municipal expenses for such professional services, if any, in connection with the Application for Development as may be authorized by the Municipal Land Use Law.

5) The Applicant shall furnish such Performance Guarantees and/or Maintenance Guarantees as may be required pursuant to the Municipal Land Use Law and the Ordinances of this Municipality for the purpose of assuring the installation and maintenance of on-tract/off-tract improvements.

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6) No site work shall be commenced or plans signed or released or any work performed with respect to this approval until such time as all conditions of the approval have been satisfied or otherwise waived by the Board.

7) Any and all notes, drawings or other information contained on any approved plans shall be conditions of this approval.

8) Nothing herein shall excuse compliance by the Applicant with any and all other requirements of this municipality or any other governmental entity. This approval is conditioned upon compliance by the Applicant will all Ordinances and Regulations of this Municipality.

9) In the event any de minimis exception has been granted from the Residential Site Improvement Standards Regulations in connection with this application, a copy of this resolution shall be sent to the New Jersey Department of Community Affairs, Division of Codes and Standards, 101 South Board Street, CN 802, Trenton, New Jersey 08625-0802 within thirty (30) days of the date hereof. Said copy of this resolution shall be clearly marked on its face with the words "SITE IMPROVEMENT EXCEPTIONS".

10) In the event that the Applicant and the approving authority have agreed that exceeding a standard of the Residential Site Improvement Standards is desirable under the specific circumstances of the proposed development, such Agreement to Exceed RSIS Standards shall be placed, in

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writing, by the developer and transmitted forthwith to the New Jersey Department of Community Affairs, Division of Codes and Standards, 101 South Broad Street, CN 802, Trenton, New Jersey 08625-0802.

11) The Applicant shall comply with the contribution requirements of the Municipal Affordable Housing Fund as applicable to this application.

12) In the event that this Application involves a subdivision or site plan, such subdivision or site plan shall expire at the conclusion of the period of protection from zoning changes provided for in N.J.S.A. 40:55D-49 or 40:55D-52.a, as applicable, and in no event shall extend beyond the fifth anniversary of the date of adoption of this resolution.

13) In the event that this approval involves the approval of a subdivision, the Applicant shall provide to the Board Engineer and attorney for review and approval, deeds for each of the lots created and shall file such deeds simultaneously with the recording of any subdivision plat.

14) All special conditions shall be included as notes on the plans.

15) All general and special conditions set forth in this Resolution shall be placed as notes on the approved plans as a Resolution compliance requirement.

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16) The Applicant shall comply with the requirements of the Municipal Ordinances with respect to its Affordable Housing obligation by either providing the required affordable housing on-site, providing affordable housing off-site or making a contribution of an Affordable Housing fee pursuant to the applicable Municipal Ordinances. This approval is subject to the Applicant paying all applicable fees, including any fee due and owing to the Municipality's Affordable Housing Trust Fund.

17) This Resolution does not constitute a permit for the construction of the approved improvements. The Applicant shall be responsible for obtaining any and all permits and approvals required **prior to** the commencement of **any** development activities including, but not limited to, N.J.D.O.T., N.J.D.E.P., Monmouth County Planning Board, Freehold Soil Conservation District, Regional and/or Municipal Utility Authority approval, in addition to any and all building and construction permits, required by the Municipality. All work performed shall be in accordance with, and shall not deviate from, the approved plans and all applicable Federal, State, County and Local laws, rules and regulations.

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18) As an essential and non-severable condition of this approval, the Applicant shall comply with all Mount Laurel obligations and shall comply with the Municipality's approved Housing Element and Fair Share Plan including but not limited to, any associated implementing Ordinances.

SPECIAL CONDITIONS -

1. The following relief is granted as part of this application:

a. Preliminary Major Subdivision Approval pursuant to and consistent with the Subdivision Plan prepared by Two River Engineer, dated April 10, 2015, revised through August 20, 2015.

b. Variance for not providing a 150 foot scenic corridor easement along Lakeside Avenue on Lots 1 and 2 (Section 102.70.1.B.).

c. Variance for providing a 50 foot dedication along Lakeside Avenue where 75 feet are required for Lots 1 and 2 (Section 102-77.C.1.).

2. The following conditions will govern the off-site affordable lot:

a. Since the growth share calculation generates an affordable housing obligation of 1.6 lots, Section 102-46.6.C.4. requires a fractional share contribution of $91,336.20 ($152,227 x 0.6 = $91,336.20). This must be paid prior to the recording of the Final Plat.

b. The affordable unit will have to be delivered prior to the issuance of the fourth new certificate of occupancy (Section 102-46.6.C.8.)

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c. The affordable unit will have to comply with all requirements of Section 102-97.1, Lower Income Housing for New Inclusionary Developments, Housing, Affordable in Section 139 of the Colts Neck Township Code, COAH's third round rules at N.J.A.C. 5:97.1. et seq., and the Uniform Housing Affordability Controls at N.J.A.C. 5:80-26.1 et seq.

d. The affordable unit must be designated as a low income unit.

e. Deeds describing the terms and conditions of the 30 year affordability controls and a mortgage lien for the affordable unit need to be approved by the Planning Board Attorney, Engineer and Planner.

3. The Applicant shall comply with the technical recommendations set forth in the reports of the Planning Board's Engineer, dated June 5, 2015, and September 1, 2015, marked as Exhibits A-9 and A-25, respectively.

4. The Applicant shall comply with the technical requirements set forth in the reports of the Planning Board's Planner, dated June 4, 2015, July 9, 2015 and September 3, 2015, marked as Exhibits A-10, A-14 and A-26, respectively.

5. The Applicant shall initiate and submit an RAO to NJDEP and obtain NJDEP audit and approval of the RAO. The RAO must be an "Unrestricted Use RAO".

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6. The Applicant shall place a notice on the plat with respect to the arsenic levels and the RAO.

7. The Applicant shall file the final "Unrestricted Use RAO" with the Township of Colts Neck.

8. The Applicant shall record the final "Unrestricted Use RAO" in the Monmouth County Clerk's Office.

9. The detention basin shall be encompassed by a drainage easement dedicated to the proposed Homeowners Association and the Township of Colts Neck.

BE IT FURTHER RESOLVED that nothing herein shall excuse compliance by the Applicant with any and all other requirements of this Municipality or any other governmental entity.

BE IT FURTHER RESOLVED that a written copy of this Resolution certified by the Secretary of the Planning Board to be a true copy be forwarded to the Applicant, to the Construction Code Official of the Township of Colts Neck and to the Code Enforcement Official of the Township of Colts Neck. A written copy of the certified Resolution shall also be filed in the office of the Administrative Officer of the municipality, which copy shall be made available to any interested party and available for public inspection during normal business hours.

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BE IT FURTHER RESOLVED that a proper notice of this decision be published once in the official newspaper of the municipality or in a newspaper in general circulation within the Township.

OFFERED BY: Robinson

SECONDED BY: Corsi

ROLL CALL:

YES: Kostka, Robinson, Orgo, Corsi, Crossan and Leccese

NO: None

ABSTAIN: None

ABSENT: None

Secretary, Planning Board
Township of Colts Neck

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I certify that the above is a true and exact copy of the Resolution adopted by the Planning Board of the Township of Colts Neck at its meeting held on February 9, 2016.

Secretary, Planning Board
Township of Colts Neck

9. Mauro Documentation

DRAFT

Monmouth County Document Summary Sheet

MONMOUTH COUNTY CLERK
PO BOX 1251
MARKET YARD
FREEHOLD NJ 07728

Return Name and Address
Township of Colts Neck
Timothy Anfuso, Township Planner
124 Cedar Drive
Colts Neck, NJ 07722

4004E0

Official Use Only

CHRISTINE GIORDANO HANLON
COUNTY CLERK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2017070302
RECORDED ON
Jul 21, 2017
1:44:54 PM
BOOK:OR-9237
PAGE:3736
Total Pages: 7

COUNTY RECORDING FEES $90.00
TOTAL PAID $90.00

Submitting Company	Closing Partner, LLC
Document Type	Declaration of Restrictive Covenant
Document Date *(mm/dd/yyyy)*	05/19/2017
Total Number of Pages *(Including the cover sheet)*	7
Consideration Amount *(If applicable)*	

1 of 4

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JUN 05 2017
JUL 17 2017

	Name(s) *(Last Name, First Name or Company Name)*	Address *(Optional)*
First Party	C A Mauro	
Second Party	Township of Colts Neck	

The Following Section is Required for DEEDS Only

Parcel Information	Municipality	Block	Lot	Qualifier	Property Address

Recording Reference to Original Document *(if applicable)*

Reference Information *(Marginal Notation)*	Book	Beginning Page	Instrument No.

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

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Prepared By: Dawn M. Alfieri, Esq.

DECLARATION OF RESTRICTIVE COVENANT FOR BLOCK 31.1, LOT 6

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is made this 19 day of MAY, 2017, by C.A. Mauro, with an address of PO Box _____, Colts Neck, NJ 07722 (referred to as "Declarant").

RECITALS

1. Declarant is the owner of property located in the Township of Colts Neck, County of Monmouth, and State of New Jersey that is designated as Block 31.1, Lot 6 on the current Colts Neck Township Tax Map ("Property").

2. Declarant desires to file this Declaration to establish and restrict the use and occupancy of the Property so as to comply with the regulations known as the Uniform Housing Affordability Controls which are found in New Jersey Administrative Code Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, et seq.), Chapter 139 of the Colts Neck Township Ordinances, Section 102-97.1, Lower Income Housing For New Inclusionary Developments of the Colts Neck Township Code and COAH's third round rules at N.J.A.C. 5:97.1, et seq.

NOW, THEREFORE, Declarants, as owners of the Property, hereby make the following declarations:

1. **Recitals**. The Recitals set forth above are incorporated into this Declaration as if fully set forth at length.

2. **Restrictive Covenant**. The Property is subject to the following Restrictive Covenant as outlined herein. The Property may only be conveyed to a household who has been approved in advance and in writing by Colts Neck Township Housing Administrator (Housing Liaison), an administrative agent appointed by the Township of Colts Neck and qualified as a low income household.

3. **Affordable Housing Covenants**. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the control period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is

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stewart
title guaranty company

SCHEDULE A
(continued)

File No. MAT17-05071

LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Colts Neck, County of Monmouth, State of New Jersey, and being more particularly described as follows:

Beginning at a cap at the intersection of the southeasterly line of Merchants Way with the easterly line of Heyers Mill Road and thence,

1. Along the southeasterly line of Merchants Way, N. 47 degrees 14 minutes 00 seconds E. 150.00' to a point and thence,
2. S. 53 degrees 07 minutes 30 seconds E. 95.00' to a point and thence,
3. S. 39 degrees 54 minutes 10 seconds W. 138.40' to a point and thence,
4. N. 57 degrees 47 minutes 40 seconds W. 115.00' to the point or place of beginning.

The above described lands are known as Lot 6 in Block 31.01 as shown on the current Official Tax Maps of the Township of Colts Neck. Premises also known as Lot 6 as shown on a certain map entitled "Minor Subdivision – Lot 8 & 10, Block 31.01" filed in the Monmouth County Clerk's/Register's office on 5/14/1986 in Case No. 207-35.

Premises more commonly known as 28 Merchants Way.

The above description is in accordance with a survey prepared by Brunswick Surveying, Inc. dated 3/29/2017 as File No. 361-17.

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FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 6 in Block 31.1 on the Township of Colts Neck Tax Map and more commonly known as 28 Merchants Way.

located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years;

A. The Property may be conveyed only to a household who has been certified in advance and in writing by the Colts Neck Township Affordable Housing Administrator, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent"). An owner wishing to sell the property shall file a Notice of Intent to Sell the Affordable Housing Administrator. If the owner does not sell the property within one (1) year of the date of the delivery of the Notice of Intent to Sell an option to purchase the property shall be made to the Township of Colts Neck.

B. The affordable housing unit shall be sold in accordance with the rules, regulations and requirements duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.) the intent of which is to ensure that the affordable housing unit remains affordable to and occupied by a low income household throughout the control period.

C. A Repayment Mortgage and a Repayment Mortgage Note shall be executed between the owner and the Township of Colts Neck at the time of closing and transfer of title to any purchaser of the property. The Repayment Mortgage shall provide for the repayment of 50% of the price differential at the first non-exempt transfer of title after the ending date of the control period. The Repayment Mortgage shall be recorded with the records office of the county of Monmouth.

D. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

E. The affordability controls shall survive foreclosure. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

F. Once the property is sold to an income eligible purchaser the owner of the Property shall at all times maintain the Property as his or her principal place of residence.

G. At no time shall the owner of the Property (except for the original declarant of the property) lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

H. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, all improvements made to the property shall be at the owner's expense and no improvement made to the Property will be taken into consideration to

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increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent to increase the capacity for occupancy.

I. The property is designated as a two-bedroom low income dwelling unit.

J. The owner shall keep the property in good repair. The owner shall pay all taxes, charges, assessments or levies, both public and private, assessed against the property, or any part thereof, as and when the same become due.

K. At resale, all items of property which are permanently affixed to the property including refrigerator, range, washer, dryer, dishwasher wall to wall carpeting) shall be included in the maximum resale price. Other items of the property may be sold to the purchaser at a reasonable price that has been approved by the Affordable Housing Administrator. The owner and purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at resale.

L. The provisions of this Affordable Housing Declaration shall constitute covenants running with the land and shall bind all purchasers and owners, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of the Control Period.

4. **Remedies for Breach of Affordable Housing Covenants.** A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

C. The Township of Colts Neck may assign from time to time its rights and delegate its obligations hereunder without the consent of the owner. Upon such assignment, the Township, its successors or assigns shall provide written notice to the owner.

5. **Notice of Resale, Recapture Covenant and Purchase Options.**

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A. The owner of the property is required to notify the Colts Neck Affordable Housing Administrator by certified mail of any intent to sell the property 90 days prior to entering an agreement for the first non-exempt sale of the Property after conclusion of the control period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing Program.

B. Upon the first non-exempt sale of the property, Fifty Percent (50%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid to the Township of Colts Neck.

6. **Severability**. In the event that any one or more of the provisions of this Declaration is determined to be void or unenforceable, by a court of competent jurisdiction, or by law, such determination will not render this Declaration invalid or unenforceable and the remaining provisions of this Declaration will remain in full force and effect.

7. **Governing Law**. This Declaration will be governed by and construed in accordance with the laws of the State of New Jersey.

8. **Interpretation of this agreement**. The terms of this declaration shall be interpreted so as to avoid financial speculation or circumvention of the purpose of the Fair Housing Act for the duration of this Declaration and to ensure to the greatest extent possible, that the price and mortgage payments remain affordable to low income eligible households.

9. **Superiority of Declaration**. Owner warrants that no other agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in the event, the requirements of this declaration are paramount and controlling as to the rights and obligations between and among the owner, the Township of Colts Neck and their respective successors.

10. **Premises.** "The premises in question are located at 28 Merchants Way in the Township of Colts Neck, County of Monmouth and State of New Jersey which property is further known and designated as Block 31.1, Lot 6 as shown on the Tax Map of the Township of Colts Neck and is more particularly described in Schedule A attached hereto."

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IN WITNESS WHEREOF, Declarant has duly executed this Declaration as of the day and year first above written.

WITNESS:

C.A. Mauro

ACKNOWLEDGMENT

STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

On this 19 day of MAY, 2017, before me, the subscriber, personally appeared C.A. Mauro named in and who executed the within instrument, and thereupon acknowledged that they signed, sealed and delivered the same as their act and deed, for the purposes therein expressed.

Gayle A. Alfieri, Esq.
Attorney at Law, State of NJ

Record and Return to:

CLOSING PARTNER, LLC
45 Perry Street
Chester, NJ 07930

DRAFT

Monmouth County Document Summary Sheet

MONMOUTH COUNTY CLERK
PO BOX 1251
MARKET YARD
FREEHOLD NJ 07728

Return Name and Address
Salvatore Alfieri, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
5 Ravine Drive
Matawah, NJ 07747

4004E1

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CHRISTINE GIORDANO HANLON
COUNTY CLERK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2017070303
RECORDED ON
Jul 21, 2017
1:44:55 PM
BOOK:OR-9237
PAGE:3751
Total Pages: 6

REALTY TRANSFER FEES $514.00
COUNTY RECORDING FEES $90.00
TOTAL PAID $604.00

Submitting Company	Closing Partner, LLC
Document Type	Deed
Document Date *(mm/dd/yyyy)*	04/28/2017
Total Number of Pages *(Including the cover sheet)*	6
Consideration Amount *(If applicable)*	$128,363.00

2 of 4

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JUN 0 5 2017
JUL 1 7 2017
$514.00

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	Name(s) *(Last Name, First Name or Company Name)*	Address *(Optional)*
First Party	Mauro, C.A.	
Second Party	Orr, Danielle M.	

The Following Section is Required for DEEDS Only

Parcel Information	Municipality	Block	Lot	Qualifier	Property Address
	Colts Neck	31.1	6		28 Merchants Way Colts Neck, NJ 07722

Recording Reference to Original Document *(if applicable)*

Reference Information *(Marginal Notation)*	Book	Beginning Page	Instrument No.

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

Prepared By:
Dante M. Alfieri, Esq.

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this the 28th day of April, 2017 by and between

C.A. Mauro (Grantor) and Danielle M. Orr (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred Twenty-Eight Thousand Three Hundred Sixty- Three and 00/100 Dollars ($128,363.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Township of Colts Neck, County of Monmouth, State of New Jersey, and described more specifically as Block No. 31.1, Lot No. 6, and known by the street address: 28 Merchants Way

Being the same premises conveyed to Grantor herein by Deed from Jerry Esposito a/k/a Ciro J. Esposito dated May 19, 2016 and recorded on June 6, 2016 in Deed Book 9169 page 2544 in the office of the Clerk of Monmouth County.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

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stewart
title guaranty company

File No. MAT17-05071

SCHEDULE A
(continued)

LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Colts Neck, County of Monmouth, State of New Jersey, and being more particularly described as follows:

Beginning at a cap at the intersection of the southeasterly line of Merchants Way with the easterly line of Heyers Mill Road and thence,

1. Along the southeasterly line of Merchants Way, N. 47 degrees 14 minutes 00 seconds E. 150.00' to a point and thence,
2. S. 53 degrees 07 minutes 30 seconds E. 95.00' to a point and thence,
3. S. 39 degrees 54 minutes 10 seconds W. 138.40' to a point and thence,
4. N. 57 degrees 47 minutes 40 seconds W. 115.00' to the point or place of beginning.

The above described lands are known as Lot 6 in Block 31.01 as shown on the current Official Tax Maps of the Township of Colts Neck. Premises also known as Lot 6 as shown on a certain map entitled "Minor Subdivision – Lot 8 & 10, Block 31.01" filed in the Monmouth County Clerk's/Register's office on 5/14/1986 in Case No. 207-35.

Premises more commonly known as 28 Merchants Way.

The above description is in accordance with a survey prepared by Brunswick Surveying, Inc. dated 3/29/2017 as File No. 361-17.

DRAFT

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 6 in Block 31.1 on the Township of Colts Neck Tax Map and more commonly known as 28 Merchants Way.

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

C. A. Mauro

Current Street Address

14 Princeton Lane

City, Town, Post Office Box | State | Zip Code

Colts Neck | NJ | 07722

PROPERTY INFORMATION

Block(s)	Lot(s)	Qualifier
31.01	6	

Street Address
28 Merchants Way

City, Town, Post Office Box | State | Zip Code

Colts Neck | NJ | 07722

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100%	$128,363.00	$128,363.00	4/28/2017

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☒ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
   ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

DRAFT

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

4/26/17
Date

Carla A. Mauro
Signature
(Seller) Please Indicate if Power of Attorney or Attorney In Fact

Date

Signature
(Seller) Please Indicate if Power of Attorney or Attorney In Fact

(the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years;

A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Colts Neck Township Affordable Housing Administrator, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. The affordability controls shall survive foreclosure. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. Once the property is sold to an income eligible purchaser the owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property (except for the original declarant of the property) lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

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Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent

proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and Purchase Options

A. The owner of the property is required to notify the Colts Neck Affordable Housing Administrator by certified mail of any intent to sell the property 90 days prior to entering an agreement for the first non-exempt sale of the Property after conclusion of the control period, as set forth in Section 5:9309.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing Program.

B. Upon the first non-exempt sale of the property, Fifty Percent (50%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid to the Township of Colts Neck.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Signed, sealed and delivered in the presence of or attested by:

Dante M. Alfieri, Esq.

C.A. Mauro

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Monmouth

I am an attorney, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 26 day of April, 2017 C.A. Mauro appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $1.00.

Dante M. Alfieri, Esq.
Attorney at Law, State of NJ

Record & Return To:

CLOSING PARTNER, LLC
45 Perry Street
Chester, NJ 07930

DRAFT

Monmouth County Document Summary Sheet

MONMOUTH COUNTY CLERK
PO BOX 1251
MARKET YARD
FREEHOLD NJ 07728

Return Name and Address
Township of Colts Neck
Timothy Anfuso, Township Planner
124 Cedar Drive
Colts Neck, NJ 07722

4004E3

Official Use Only

CHRISTINE GIORDANO HANLON
COUNTY CLERK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2017070305
RECORDED ON
Jul 21, 2017
1:44:57 PM
BOOK:OR-9237
PAGE:3776
Total Pages: 6

COUNTY RECORDING FEES $80.00
TOTAL PAID $80.00

Submitting Company	Closing Partner, LLC
Document Type	Mortgage
Document Date *(mm/dd/yyyy)*	05/19/2017
Total Number of Pages *(Including the cover sheet)*	6
Consideration Amount *(If applicable)*	

4 of 4

Official Use Only
JUN 05 2017
JUL 17 2017

6

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	Name(s) *(Last Name, First Name or Company Name)*	Address *(Optional)*
First Party	Orr, Danielle M.	
Second Party	Township of Colts Neck	

The Following Section is Required for DEEDS Only

Parcel Information	Municipality	Block	Lot	Qualifier	Property Address

Recording Reference to Original Document *(if applicable)*

Reference Information *(Marginal Notation)*	Book	Beginning Page	Instrument No.

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

FORM OF MORTGAGE SECURING PAYMENT OF
RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY,
REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency

TOWNSHIP OF COLTS NECK

Affordable Housing Program

Repayment Mortgage

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

DRAFT

THIS MORTGAGE, made on this the 19 day of May, 2017 by and between Danielle M. Orr, (the "OWNER") and the Township of Colts Neck (the "Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Recapture Mortgage Note (the "Note") dated 5-19-2017. The Owner promises to pay to the Municipality amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay fifty percent (50%) of the difference between (i)

stewart
title guaranty company

File No. MAT17-05071

SCHEDULE A
(continued)

LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Colts Neck, County of Monmouth, State of New Jersey, and being more particularly described as follows:

Beginning at a cap at the intersection of the southeasterly line of Merchants Way with the easterly line of Heyers Mill Road and thence,

1. Along the southeasterly line of Merchants Way, N. 47 degrees 14 minutes 00 seconds E. 150.00' to a point and thence,
2. S. 53 degrees 07 minutes 30 seconds E. 95.00' to a point and thence,
3. S. 39 degrees 54 minutes 10 seconds W. 138.40' to a point and thence,
4. N. 57 degrees 47 minutes 40 seconds W. 115.00' to the point or place of beginning.

The above described lands are known as Lot 6 in Block 31.01 as shown on the current Official Tax Maps of the Township of Colts Neck. Premises also known as Lot 6 as shown on a certain map entitled "Minor Subdivision – Lot 8 & 10, Block 31.01" filed in the Monmouth County Clerk's/Register's office on 5/14/1986 in Case No. 207-35.

Premises more commonly known as 28 Merchants Way.

The above description is in accordance with a survey prepared by Brunswick Surveying, Inc. dated 3/29/2017 as File No. 361-17.

DRAFT

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 6 in Block 31.1 on the Township of Colts Neck Tax Map and more commonly known as 28 Merchants Way.

the actual sale price and (ii) the $189,612.00 purchase price contained on the Deed dated _____ recorded in the Monmouth County Clerk's Office in Deed Book _____, Page _____ to the Township of Colts Neck at the closing. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the Township of Colts Neck in the County of Monmouth, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. 31.1 Lot No. 6, and known by the street address: 28 Merchants Way

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the Township of Colts Neck, gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-2). The rights given to the Municipality are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;

2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;

3. The Owner fails to make any payment required by the Note;

4. The holder of any lien on the Property starts foreclosure proceedings; or

5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

DRAFT

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq.

Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 14. ACKNOWLEDGEMENT

DRAFT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

WITNESS:

Bernard J. Schulte Jr.
Attorney At Law
State of New Jersey

Danielle M. Orr

STATE OF NEW JERSEY)

) ss:

COUNTY OF MONMOUTH)

BE IT REMEMBERED, that on this the 19th day of May, 2017 the subscriber Danielle M. Orr appeared personally before me *(If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons)*and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, May 19, 2017 on the date set forth above.

NOTARY PUBLIC

Bernard J. Schulte Jr.
Attorney At Law
State of New Jersey

DRAFT

Record + Return To:
CLOSING PARTNER, LLC
45 Perry Street
Chester, NJ 07930

Prepared By:_____
Dante M. Alfieri, Esq.

DECLARATION OF RESTRICTIVE COVENANT FOR BLOCK 30, LOT 9

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is made this 7 day of February, 2020, by Cecelia M. Mauro, as Guardian of the Person and Estate of C.A. Mauro a/k/a Cecelia A. Mauro, an incapacitated person, with an address of 14 Princeton Lane, Colts Neck, NJ 07722 (referred to as "Declarant").

RECITALS

1. Declarant is the owner of property located in the Township of Colts Neck, County of Monmouth, and State of New Jersey that is designated as Block 30, Lot 9 on the current Colts Neck Township Tax Map ("Property").

2. Declarant desires to file this Declaration to establish and restrict the use and occupancy of the Property so as to comply with the regulations known as the Uniform Housing Affordability Controls which are found in New Jersey Administrative Code Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, et seq.), Chapter 139 of the Colts Neck Township Ordinances, Section 102-97.1, Moderate Income Housing For New Inclusionary Developments of the Colts Neck Township Code and COAH's third round rules at N.J.A.C. 5:97.1, et seq.

NOW, THEREFORE, Declarants, as owners of the Property, hereby make the following declarations:

1. **Recitals.** The Recitals set forth above are incorporated into this Declaration as if fully set forth at length.

2. **Restrictive Covenant.** The Property is subject to the following Restrictive Covenant as outlined herein. The Property may only be conveyed to a household who has been approved in advance and in writing by Colts Neck Township Housing Administrator (Housing Liaison), an administrative agent appointed by the Township of Colts Neck and qualified as a moderate income household.

3. **Affordable Housing Covenants.** Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the control period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

DRAFT

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years;

A. The Property may be conveyed only to a household who has been certified in advance and in writing by the Colts Neck Township Affordable Housing Administrator, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent"). An owner wishing to sell the property shall file a Notice of Intent to Sell the Affordable Housing Administrator. If the owner does not sell the property within one (1) year of the date of the delivery of the Notice of Intent to sell an option to purchase the property shall be made to the Township of Colts Neck.

B. The affordable housing unit shall be sold in accordance with the rules, regulations and requirements duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.) the intent of which is to ensure that the affordable housing unit remains affordable to and occupied by a moderate income household throughout the control period.

C. A Repayment Mortgage and a Repayment Mortgage Note shall be executed between the owner and the Township of Colts Neck at the time of closing and transfer of title to any purchaser of the property. The Repayment Mortgage shall provide for the repayment of 50% of the price differential at the first non-exempt transfer of title after the ending date of the control period. The Repayment Mortgage shall be recorded with the records office of the county of Monmouth.

D. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

E. The affordability controls shall survive foreclosure. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

F. Once the property is sold to an income eligible purchaser the owner of the Property shall at all times maintain the Property as his or her principal place of residence.

G. At no time shall the owner of the Property (except for the original declarant of the property) lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

DRAFT

H. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, all improvements made to the property shall be at the owner's expense and no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent to increase the capacity for occupancy.

I. The property is designated as a two-bedroom moderate income dwelling unit.

J. The owner shall keep the property in good repair. The owner shall pay all taxes, charges, assessments or levies, both public and private, assessed against the property, or any part thereof, as and when the same become due.

K. At resale, all items of property which are permanently affixed to the property including refrigerator, range, washer, dryer, dishwasher wall to wall carpeting) shall be included in the maximum resale price. Other items of the property may be sold to the purchaser at a reasonable price that has been approved by the Affordable Housing Administrator. The owner and purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at resale.

L. The provisions of this Affordable Housing Declaration shall constitute covenants running with the land and shall bind all purchasers and owners, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of the Control Period.

4. **Remedies for Breach of Affordable Housing Covenants**. A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of moderate and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

DRAFT

C. The Township of Colts Neck may assign from time to time its rights and delegate its obligations hereunder without the consent of the owner. Upon such assignment, the Township, its successors or assigns shall provide written notice to the owner.

5. **Notice of Resale, Recapture Covenant and Purchase Options.**

A. The owner of the property is required to notify the Colts Neck Affordable Housing Administrator by certified mail of any intent to sell the property 90 days prior to entering an agreement for the first non-exempt sale of the Property after conclusion of the control period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing Program.

B. Upon the first non-exempt sale of the property, Fifty Percent (50%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid to the Township of Colts Neck.

6. **Severability**. In the event that any one or more of the provisions of this Declaration is determined to be void or unenforceable, by a court of competent jurisdiction, or by law, such determination will not render this Declaration invalid or unenforceable and the remaining provisions of this Declaration will remain in full force and effect.

7. **Governing Law**. This Declaration will be governed by and construed in accordance with the laws of the State of New Jersey.

8. **Interpretation of this agreement.** The terms of this declaration shall be interpreted so as to avoid financial speculation or circumvention of the purpose of the Fair Housing Act for the duration of this Declaration and to ensure to the greatest extent possible, that the price and mortgage payments remain affordable to moderate income eligible households.

9. **Superiority of Declaration**. Owner warrants that no other agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in the event, the requirements of this declaration are paramount and controlling as to the rights and obligations between and among the owner, the Township of Colts Neck and their respective successors.

10. **Premises.** "The premises in question are located at 16 New Street in the Township of Colts Neck, County of Monmouth and State of New Jersey which property is further known and designated as Block 30, Lot 9 as shown on the Tax Map of the Township of Colts Neck and is more particularly described in Schedule A attached hereto."

DRAFT

IN WITNESS WHEREOF, Declarant has duly executed this Declaration as of the day and year first above written.

WITNESS:

Cecelia M Mauro as Guardian of the Person and Estate of C.A. Mauro a/k/a Cecelia A. Mauro an incapacitated person

Cecelia M. Mauro, as Guardian of the Person and Estate of C.A. Mauro a/k/a Cecelia A. Mauro, an incapacitated person

DANTE M. ALFIERI
Attorney at Law
State of New Jersey

DRAFT

ACKNOWLEDGMENT

STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

On this 14th day of August, 2019, before me, the subscriber, personally appeared Cecelia M. Mauro, as Guardian of the Person and Estate of C.A. Mauro a/k/a Cecelia A. Mauro, an incapacitated person, named in and who executed the within instrument, and thereupon acknowledged that they signed, sealed and delivered the same as their act and deed, for the purposes therein expressed.

Notary Public

Record and Return to:

DANTE M. ALFIERI
Attorney at Law
State of New Jersey

DRAFT

Deed

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To State Regulated Property
With Covenants Restricting Conveyance
And Mortgage Debt

THIS DEED is made on this the 7 day of February, 2020 by and between

Cecelia M. Mauro, as Guardian of the Person and Estate of C.A. Mauro a/k/a Cecelia A. Mauro, an incapacitated person (Grantor) and Michelle Carusio (Grantee).
unremarried widow unmarried

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of One Hundred Eighty-Nine Thousand Six Hundred Twelve and 00/100 Dollars ($189,612.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Township of Colts Neck, County of Monmouth, State of New Jersey, and described more specifically as Block No. 30, Lot No. 9, and known by the street address: 16 New Street

Being the same premises conveyed to Grantor herein by Deed from Gregory Howard and Lauren Howard, married dated June 26, 2013 and recorded on July 1, 2013 in Deed Book 9022 page 5331 in the office of the Clerk of Monmouth County.

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

Article 4. Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

DRAFT

GIT/REP-3
(9-2015)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Cecelia M. Mauro, as Guardian of the Person and Estate of C.A. Mauro a/k/a Cecelia A. Mauro, an incapacitated person

Current Street Address

14 Princeton Lane

City, Town, Post Office Box	State	Zip Code
Colts Neck	NJ	07722

PROPERTY INFORMATION

Block(s)	Lot(s)	Qualifier
30	9	

Street Address
16 New Street

City, Town, Post Office Box	State	Zip Code
Colts Neck	NJ	07722

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100%	$189,612	$189,612.00	2/7/2020

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
   ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

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SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

August 14, 2019
Date

Cecelia M Mauro, as Guardian of the Person and Estate of C.A. Mauro, an incapacitated person
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

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

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years;

A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Colts Neck Township Affordable Housing Administrator, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").

B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. The affordability controls shall survive foreclosure. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. Once the property is sold to an income eligible purchaser the owner of the Property shall at all times maintain the Property as his or her principal place of residence.

E. At no time shall the owner of the Property (except for the original declarant of the property) lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

F. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

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Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

Article 6. Notice of Resale, Recapture Covenant and Purchase Options

A. The owner of the property is required to notify the Colts Neck Affordable Housing Administrator by certified mail of any intent to sell the property 90 days prior to entering an agreement for the first non-exempt sale of the Property after conclusion of the control period, as set forth in Section 5:9309.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing Program.

B. Upon the first non-exempt sale of the property, Fifty Percent (50%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid to the Township of Colts Neck.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Signed, sealed and delivered in
the presence of or attested by:

Cecelia M. Mauro, as Guardian of the Person and Estate of C. A. Mauro a/k/a Cecelia A. Mauro, an incapacitated person.

DRAFT

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of Monmouth

I am an attorney, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the 14 day of August 2019 Cecelia A. Mauro, as Guardian of the Person and Estate of C. A. Mauro a/k/a Cecelia A. Mauro, an incapacitate person, appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is $1.00.

Dante M. Alfieri, Esq.
Attorney at Law, State of NJ

FORM OF MORTGAGE SECURING PAYMENT OF
RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY,
REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
New Jersey Housing and Mortgage Finance Agency

COLTS NECK TOWNSHIP

Affordable Housing Program

Repayment Mortgage

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

To Secure Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

DRAFT

THIS MORTGAGE, made on this the 7th day of February, 2020 by and between Michelle Carusio, (the "OWNER") and Colts Neck Township (the "Municipality"), in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Recapture Mortgage Note (the "Note") dated February 7, 2020. The Owner promises to pay to the Municipality amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay fifty percent (50%) of the difference between (i)

the actual sale price and (ii) the regulated maximum sales price that would be applicable were the control period still in effect to Colts Neck Township at the closing. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in Colts Neck Township in the County of Monmouth, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. 30 Lot No. 9, and known by the street address: 16 New Street.

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to Colts Neck Township, gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*). The rights given to the Municipality are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;

2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;

3. The Owner fails to make any payment required by the Note;

4. The holder of any lien on the Property starts foreclosure proceedings; or

5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

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Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq..

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Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 14. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

WITNESS:

Dawn M Kurc

Michelle Carusio

DRAFT

STATE OF NEW JERSEY

ss:

COUNTY OF MONMOUTH

BE IT REMEMBERED, that on this the 7th day of February, 2020 the subscriber Michelle Carusio appeared personally before me, the subscriber, personally appeared Michelle Carusio who, I am satisfied, are the persons named in and who executed the within instrument, and thereupon acknowledged that they signed, sealed and delivered the same as their act and deed, for the purposes therein expressed. *(If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons)* and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, Dawn M Kurc on the date set forth above.

NOTARY PUBLIC

DAWN M. KURC
NOTARY PUBLIC OF NEW JERSEY
COMMISSION # 50019317
MY COMMISSION EXPIRES 7/15/2020

Issued by
Attorneys Choice Title Agency, LLC
AGENT FOR CHICAGO TITLE INSURANCE COMPANY

Commitment Number: A1195

SCHEDULE A

LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Colts Neck in the County of Monmouth, State of NJ:

BEGINNING at a monument found in the easterly line of New Street, (Variable Width R.O.W.), said point being distant 650.69 feet southwardly from the intersection of the southerly line of Heyers Mill Road, (Variable Width R.O.W., formerly known as Colts Neck - Vandenburg Road), with said easterly line of New Street and from said Beginning Point running; thence

(1) South 82 degrees 00 minutes 00 seconds East, 108.86 feet to a point; THENCE

(2) South 1 degree 24 minutes 50 seconds West, 47.77 feet to a point; THENCE

(3) North 83 degrees 15 minutes 00 seconds West, 110.88 feet to a point in said easterly line of New Street; THENCE

(4) Along same, North 4 degrees 00 minutes 15 seconds East, 50.00 feet to a point in said easterly line of New Street, said point being the point and place of BEGINNING.

Drawn in accordance with a survey dated January 8, 2020, prepared by Dominick J. Venditto, III, P.L.S.

DRAFT

NOTE FOR INFORMATIONAL PURPOSES ONLY: Being known and designated as Lot 9, **Block** 30, **Qualifier** on the Tax Map in the Township of Colts Neck in the County of Monmouth, State of NJ

Prepared By: _____
Dante M. Alfieri, Esq.

DECLARATION OF RESTRICTIVE COVENANT FOR BLOCK 30, LOT 9

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is made this 7 day of February, 2020, by Cecelia M. Mauro, as Guardian of the Person and Estate of C.A. Mauro a/k/a Cecelia A. Mauro, an incapacitated person, with an address of 14 Princeton Lane, Colts Neck, NJ 07722 (referred to as "Declarant").

RECITALS

1. Declarant is the owner of property located in the Township of Colts Neck, County of Monmouth, and State of New Jersey that is designated as Block 30, Lot 9 on the current Colts Neck Township Tax Map ("Property").

2. Declarant desires to file this Declaration to establish and restrict the use and occupancy of the Property so as to comply with the regulations known as the Uniform Housing Affordability Controls which are found in New Jersey Administrative Code Title 5, Chapter 80, Subchapter 26 (N.J.A.C. 5:80-26.1, et seq.), Chapter 139 of the Colts Neck Township Ordinances, Section 102-97.1, Moderate Income Housing For New Inclusionary Developments of the Colts Neck Township Code and COAH's third round rules at N.J.A.C. 5:97.1, et seq.

NOW, THEREFORE, Declarants, as owners of the Property, hereby make the following declarations:

1. **Recitals**. The Recitals set forth above are incorporated into this Declaration as if fully set forth at length.

2. **Restrictive Covenant**. The Property is subject to the following Restrictive Covenant as outlined herein. The Property may only be conveyed to a household who has been approved in advance and in writing by Colts Neck Township Housing Administrator (Housing Liaison), an administrative agent appointed by the Township of Colts Neck and qualified as a moderate income household.

3. **Affordable Housing Covenants**. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the control period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

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In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years;

A. The Property may be conveyed only to a household who has been certified in advance and in writing by the Colts Neck Township Affordable Housing Administrator, an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent"). An owner wishing to sell the property shall file a Notice of Intent to Sell the Affordable Housing Administrator. If the owner does not sell the property within one (1) year of the date of the delivery of the Notice of Intent to sell an option to purchase the property shall be made to the Township of Colts Neck.

B. The affordable housing unit shall be sold in accordance with the rules, regulations and requirements duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.) the intent of which is to ensure that the affordable housing unit remains affordable to and occupied by a moderate income household throughout the control period.

C. A Repayment Mortgage and a Repayment Mortgage Note shall be executed between the owner and the Township of Colts Neck at the time of closing and transfer of title to any purchaser of the property. The Repayment Mortgage shall provide for the repayment of 50% of the price differential at the first non-exempt transfer of title after the ending date of the control period. The Repayment Mortgage shall be recorded with the records office of the county of Monmouth.

D. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

E. The affordability controls shall survive foreclosure. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

F. Once the property is sold to an income eligible purchaser the owner of the Property shall at all times maintain the Property as his or her principal place of residence.

G. At no time shall the owner of the Property (except for the original declarant of the property) lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.

DRAFT

H. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, all improvements made to the property shall be at the owner's expense and no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent to increase the capacity for occupancy.

I. The property is designated as a two-bedroom moderate income dwelling unit.

J. The owner shall keep the property in good repair. The owner shall pay all taxes, charges, assessments or levies, both public and private, assessed against the property, or any part thereof, as and when the same become due.

K. At resale, all items of property which are permanently affixed to the property including refrigerator, range, washer, dryer, dishwasher wall to wall carpeting) shall be included in the maximum resale price. Other items of the property may be sold to the purchaser at a reasonable price that has been approved by the Affordable Housing Administrator. The owner and purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at resale.

L. The provisions of this Affordable Housing Declaration shall constitute covenants running with the land and shall bind all purchasers and owners, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of the Control Period.

4. **Remedies for Breach of Affordable Housing Covenants**. A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of moderate and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

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C. The Township of Colts Neck may assign from time to time its rights and delegate its obligations hereunder without the consent of the owner. Upon such assignment, the Township, its successors or assigns shall provide written notice to the owner.

5. **Notice of Resale, Recapture Covenant and Purchase Options.**

A. The owner of the property is required to notify the Colts Neck Affordable Housing Administrator by certified mail of any intent to sell the property 90 days prior to entering an agreement for the first non-exempt sale of the Property after conclusion of the control period, as set forth in Section 5:93-9.8(b)(2) of the Substantive Rules of the New Jersey Council On Affordable Housing Program.

B. Upon the first non-exempt sale of the property, Fifty Percent (50%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the Control Period still in effect, shall be paid to the Township of Colts Neck.

6. **Severability.** In the event that any one or more of the provisions of this Declaration is determined to be void or unenforceable, by a court of competent jurisdiction, or by law, such determination will not render this Declaration invalid or unenforceable and the remaining provisions of this Declaration will remain in full force and effect.

7. **Governing Law.** This Declaration will be governed by and construed in accordance with the laws of the State of New Jersey.

8. **Interpretation of this agreement.** The terms of this declaration shall be interpreted so as to avoid financial speculation or circumvention of the purpose of the Fair Housing Act for the duration of this Declaration and to ensure to the greatest extent possible, that the price and mortgage payments remain affordable to moderate income eligible households.

9. **Superiority of Declaration.** Owner warrants that no other agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in the event, the requirements of this declaration are paramount and controlling as to the rights and obligations between and among the owner, the Township of Colts Neck and their respective successors.

10. **Premises.** "The premises in question are located at 16 New Street in the Township of Colts Neck, County of Monmouth and State of New Jersey which property is further known and designated as Block 30, Lot 9 as shown on the Tax Map of the Township of Colts Neck and is more particularly described in Schedule A attached hereto."

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IN WITNESS WHEREOF, Declarant has duly executed this Declaration as of the day and year first above written.

WITNESS:

Cecelia M Mauro as Guardian of the Person and Estate of C.A. Mauro a/k/a Cecelia A. Mauro an incapacitated person

Cecelia M. Mauro, as Guardian of the Person and Estate of C.A. Mauro a/k/a Cecelia A. Mauro, an incapacitated person

DANTE M. ALFIERI
Attorney at Law
State of New Jersey

DRAFT

ACKNOWLEDGMENT

STATE OF NEW JERSEY

SS:

COUNTY OF MONMOUTH

On this 14th day of August, 2019, before me, the subscriber, personally appeared Cecelia M. Mauro, as Guardian of the Person and Estate of C.A. Mauro a/k/a Cecelia A. Mauro, an incapacitated person, named in and who executed the within instrument, and thereupon acknowledged that they signed, sealed and delivered the same as their act and deed, for the purposes therein expressed.

Notary Public

Record and Return to:

DANTE M. ALFIERI
Attorney at Law
State of New Jersey

DRAFT

Issued by

Attorneys Choice Title Agency, LLC

AGENT FOR CHICAGO TITLE INSURANCE COMPANY

Commitment Number: A1195

SCHEDULE A

LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Colts Neck in the County of Monmouth, State of NJ:

BEGINNING at a monument found in the easterly line of New Street, (Variable Width R.O.W.), said point being distant 650.69 feet southwardly from the intersection of the southerly line of Heyers Mill Road, (Variable Width R.O.W., formerly known as Colts Neck - Vandenburg Road), with said easterly line of New Street and from said Beginning Point running; thence

(1) South 82 degrees 00 minutes 00 seconds East, 108.86 feet to a point; THENCE

(2) South 1 degree 24 minutes 50 seconds West, 47.77 feet to a point; THENCE

(3) North 83 degrees 15 minutes 00 seconds West, 110.88 feet to a point in said easterly line of New Street; THENCE

(4) Along same, North 4 degrees 00 minutes 15 seconds East, 50.00 feet to a point in said easterly line of New Street, said point being the point and place of BEGINNING.

Drawn in accordance with a survey dated January 8, 2020, prepared by Dominick J. Venditto, III, P.L.S.

DRAFT

NOTE FOR INFORMATIONAL PURPOSES ONLY: Being known and designated as Lot 9, **Block** 30, **Qualifier** on the Tax Map in the Township of Colts Neck in the County of Monmouth, State of NJ

FORM OF RECAPTURE MORTGAGE NOTE IN FAVOR OF MUNICIPALITY, REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey
Department of Community Affairs
Housing and Mortgage Finance Agency

TOWNSHIP OF COLTS NECK

Recapture Mortgage Note

DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING

In Connection With Payment of Amounts Due
Upon First Non-Exempt Sale
After Expiration of Control Period

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THIS NOTE is dated as of February 7, 2020 For value received Michelle Carusio (referred to "Owner") promises to pay to the Township of Colts Neck, which has its principal offices at 124 Cedar Drive, Colts Neck, New Jersey 07722 (the "Municipality"), the amounts specified in this Note and promises to abide by the terms contained below.

Article 1. REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a "Repayment Mortgage To Secure Payment of Amounts Due Upon First Non-Exempt Sale After Expiration of Control Period" (the "MORTGAGE"), dated February 7, 2020 of the property described below (the "PROPERTY"). The Mortgage covers real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2 of the Mortgage.

Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS

Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay fifty percent (50%) of the difference between (i) the actual sale price and (ii) the regulated maximum sales price that would be applicable were the control period still in effect to the Township of Colts Neck at the closing. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the Township of Colts Neck in the County of Monmouth, State of New Jersey, described more specifically as Block No. 30 Lot No.9, and known by the street address: 16 New Street.

Article 4. WAIVER OF FORMAL ACTS

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

Article 5. RESPONSIBILITY UNDER NOTE

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.

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ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated: February 7, 2020

WITNESS: _____
Dawn M Kurc

_____
Michelle Carusio

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MONMOUTH)

On this the 7 day of February, 2020 before me, the subscriber, personally appeared Michelle Carusio, who acknowledges and makes proof to my satisfaction that she is the Owner named within this Note, and that she has executed said Note for the purposes set forth therein, sworn to and subscribed by her in my presence on this date.

Sworn to and subscribed before me this the 7 day of February, 2020.

Notary Public

DAWN M. KURC
NOTARY PUBLIC OF NEW JERSEY
COMMISSION # 50019317
MY COMMISSION EXPIRES 7/15/2020

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10. Reflections at Colts Neck Documentation

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Health Facilities

Search Again Health Facilities Home

Printer Friendly Version

Detailed Information on
Reflections At Colts Neck

Facility Information | Inspection Summaries | Advisory Standards | Nursing Home Report Card

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Licensed Name:	**Reflections At Colts Neck** View Map
Address:	3 Meridian Circle, Colts Neck, NJ 07722
Phone:	(732) 303-3100
Facility Type:	Assisted Living Residence
License Number:	7EKKEK
License Expires:	12/31/2018
Administrator:	Mr. ANDREW KAHANE

Owner/Officer Information

Licensed Owner: BRANDYWINE ASSISTED LIVING AT COLTS NECK LLC

Officer(s):

BRENDA J. BACON
KEITH PHILLIPS
KENNETH SEGARNICK
LIVING, LLC BRANDYWINE SENIOR
LLC BRANDYWINE MGTCO
TENANT LLC BRANDYWINE SENIOR

Bed/Slot Information

Assisted Living Beds: 72

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Department of Health
P. O. Box 360
Trenton, NJ 08625-0360

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RESOLUTION GRANTING CONDITIONAL AMENDED PRELIMINARY AND FINAL MAJOR SUBDIVISION AND SITE PLAN APPROVAL

IN THE MATTER OF APPLICATION #496
of RIVERVIEW HEALTH AFFILIATES
Block 46, Lot 17.01
Block 47, Lots 15 and 16

WHEREAS, RIVERVIEW HEALTH AFFILIATES, hereinafter the "Applicant", has proposed the development of property located on Leland Road and New Jersey State Highway Route 34 in the Township of Colts Neck, County of Monmouth and State of New Jersey and designated as Block 46, Lot 17.01 and Block 47, Lots 15 and 16 on the Tax Map of the Township of Colts Neck; and

WHEREAS, the Applicant has applied to the Planning Board of Colts Neck Township for Amended Preliminary and Final Major Subdivision and Site Plan Approval to subdivide the subject property into two (2) lots. The lots will be separated by an access drive bifurcating the property into a northerly parcel and southerly parcel. The northerly parcel will be designated as Block 46, Lot 17.01 and have an area of 12.540 acres and is proposed to be developed with an Assisted Living Residence Facility with 60 units and 72 beds. The southerly parcel will be designated as Block 46, Lot 17.03 and will have an area of 5.2918 acres and currently has no proposal for development; and

WHEREAS, the Applicant previously received Preliminary Major Subdivision, Site Plan and Variance Approval with Waivers by resolution of the Planning Board dated October 14, 1997; and

WHEREAS, the Applicant's present proposal seeks to amend the prior subdivision approval by realigning the lot lines to coincide with the existing zone line so that proposed Lot 17.03 will be entirely in the AG-Zone and proposed Lot 17.01 will be entirely within the B-1A Zone pursuant to the recommendation of the Planning Board as set forth in its prior resolution of approval Condition #8; and

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WHEREAS, the Applicant has amended its site plan request to reduce the number of units from 115 to 52 units with 72 beds and has eliminated the phasing such that the project will be constructed in a single phase; and

WHEREAS, the property is located partially in the B-1A Zone and partially in AG-Zone; and

WHEREAS, the Applicant appeared before the Colts Neck Township Planning Board on October 13, 1998, due notice of said meetings having been given in accordance with New Jersey Statutes, the Open Public Meetings Act and the Municipal Land Use Law and a quorum of the Planning Board being present, the application was heard; and

WHEREAS, the Applicant's witnesses having been sworn and the Planning Board having heard the testimony of the Applicant's witnesses and having examined the exhibits presented by the Applicant and having considered all of the evidence presented in favor of, or in opposition to, the application the Planning Board has made the following findings of fact:

1) The Planning Board has received and reviewed the following documents, exhibits and reports:

a) Application of Riverview Health Affiliates undated received 9/30/98

b) Final Major Subdivision Plat Riverview at Colts Neck prepared by Schoor DePalma, Inc., John P. Morrison, P.L.S. for Block 46, Lot 17.01, Block 47, Lots 15 and 16 dated 9/28/98 consisting of one (1) sheet.

c) Final Site Plan for Riverview at Colts Neck, Block 46, Lot 17.01 prepared by Schoor

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DePalma, Inc., Theodore D. Cassara, P.E., dated 5/30/97 revised through 9/28/98 consisting of eight (8) sheets.

d) Landscaping Plan Riverview Health Affiliates prepared by Nadasky, Kopelson Architects dated 9/29/98 consisting of three (3) sheets.

e) Floor Plans and Elevation Drawings Riverview Health Affiliates prepared by Nadasky, Kopelson Architects dated 9/29/98 consisting of three (3) sheets.

f) Stormwater Management Report for Riverview Assisted Living Facility prepared by Theodore D. Cassara, P.E. and Thomas F. Graham, P.E., Schoor DePalma, Inc, dated 5/20/97 revised through 6/27/97.

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2) The prior resolution of approval Condition 8 recommended that the Applicant pursue a reconfiguration of the proposed access roadway to follow the existing zone line between the B-1A Zone and the AG Zone which bisects the parcel. The Planning Board further recommended that in the event such reconfiguration could be achieved that the Applicant would apply for Amended Preliminary Major Subdivision and Site Plan Approval.

3) The Applicant has pursued the recommendations of the Planning Board and has developed an amended subdivision and site plan application which achieves the goals that were sought by the Planning Board in its prior resolution of preliminary approval. The Applicant

has realigned the access roadway along the zone line so that proposed Block 46, Lot 17.01 to be developed with the assisted living residence facility will be located entirely within the B-1A Zone and proposed Block 46, Lot 17.03 will be located entirely within the AG Zone. The Planning Board finds that this is an improvement over the prior subdivision configuration and satisfies the condition set forth in its previous resolution.

4) The Planning Board further finds that the proposed amended subdivision will more closely conform to the zone requirements. In the prior resolution, a variance was required to be granted as proposed Lot 17.01 exceeded the 13 acre maximum permitted. The amended lot configuration will bring that lot in conformance with the zone requirements by reducing it to 12.540 acres.

5) The revised lot configuration will also provide for greater conformity of proposed Lot 17.03 with the zone requirements. A variance was previously granted to permit a 4.4 acre lot where 10 acres are required in the AG Zone. The revised lot configuration will increase the size of that lot to 5.2918 acres thus reducing the non-conformity.

6) The proposed site plan has been revised to reduce the number of units in the assisted living residential facility from 115 units to 52 units. As a result of this reduction in units, the project will no longer require phasing as previously but will be constructed in a single phase.

7) The Applicant has proposed the acquisition of portions of Block 47, Lots 15 and 16 which are on the opposite side of Leland Road which acquisitions will

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enable the construction of the access roadway to the assisted living residence facility and will facilitate the future Highway Access Management Plan jughandle (loop road) at the southerly end of the parcels thus enabling a continuous connection with New Jersey State Highway Route 34.

8) The Planning Board finds that the variances and waivers previously granted as set forth herein remain appropriate under the circumstances and for the same reasons as set forth in the prior resolution dated October 14, 1997 which is incorporated herein by reference.

9) The Planning Board finds that the Applicant has submitted an Amended Subdivision and Site Plan along with such other information as is reasonably necessary to make an informed decision as to whether the requirements necessary for Preliminary Subdivision and Site Plan Approval and Final Subdivision and Site Plan Approval have been met.

10) The Planning Board further finds that based upon the plans and exhibits submitted along with the testimony presented by the Applicant and the reports of its professionals that the application, as presented, substantially conforms with the requirements of the Colts Neck Township Development Regulations Ordinance and is substantially consistent with the Zone Plan of the Township of Colts Neck and the Preliminary Major Subdivision and Site Plan requirements of the Colts Neck Township Development Regulations Ordinance.

11) The Planning Board further finds that the application for Amended Preliminary and Final Major

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Subdivision and Site Plan Approval can be granted subject to the specific terms and conditions hereinafter set forth.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the Township of Colts Neck on this 10th day of November 1998 that Amended Preliminary and Final Major Subdivision and Site Plan Approval be granted which approval shall be, and is hereby, expressly conditioned upon compliance with the following terms and conditions:

1) Each of the conditions of this approval shall be satisfied prior to the release of signed plans, deeds or other documents as may be applicable unless otherwise expressly noted.

2) No taxes or assessments for local improvements shall be due or delinquent on the subject property.

3) The Applicant shall pay to the municipality a sum sufficient to reimburse the municipality for all fees incurred by the municipality for services rendered by the municipality's professionals for review of the application for development, review and preparation of documents, inspections of improvements and the like pursuant to the Municipal Land Use Law and to provide an escrow fund for any anticipated continuing municipal expenses for such professional services, if any, in connection with the application for development.

4) The Applicant shall furnish such Performance Guarantees and/or Maintenance Guarantees as may be required pursuant to the Municipal Land Use Law and the Ordinances of the Township of Colts Neck for the purpose of assuring the installation and maintenance of

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on-tract improvements.

5) Any and all notes, drawings and other information contained on the approved plan shall be conditions of this approval.

6) No site work shall be commenced or plans signed or released or any work performed with respect to this approval until such time as all conditions of the approval have been satisfied or otherwise waived by the Planning Board. The Applicant may perform site work and foundation installation prior to receiving NJDEP approvals for sewer, water, transition area averaging and NJPDES and NJDOT approvals. Should the project not proceed due to the failure of the Applicant to receive such approvals within one year of the date of this resolution the Applicant shall restore the site substantially to its predevelopment condition. The Applicant shall execute a Developers Agreement in a form acceptable to the Township of Colts Neck to insure such restoration. Any Performance Guarantees posted in connection with this application shall also secure the performance of this condition.

7) All conditions of the Preliminary Major Subdivision, Site Plan and Variance Approval with Waivers dated October 14, 1997 shall be continuing conditions and are incorporated herein by reference except as modified herein.

8) The Applicant shall obtain a vacation of that portion of Leland Road contiguous to the subject property at such time as the Highway Access Management Plan jughandle (loop road) is constructed.

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9) The Applicant shall secure Deeds of acquisition for those portions of Block 47, Lots 15 and 16 as designated on the plan to be utilized for the initial access roadway and the jughandle (loop road). The northerly parcel shall be approximately 1,123 sq.ft. (.0257 acres). The southerly parcel shall be approximately 12,583 sq.ft. (.2888 acres).

BE IT FURTHER RESOLVED that nothing herein shall excuse compliance by the Applicant with any and all other requirements of this municipality or any other governmental entity.

BE IT FURTHER RESOLVED that in the event any de minimis exception has been granted from the Residential Site Improvement Standards Regulations in connection with this application, a copy of this resolution shall be sent to the New Jersey Department of Community Affairs, Division of Codes and Standards, 101 South Broad Street, CN 802, Trenton, New Jersey 08625-0802 within thirty (30) days of the date hereof. Said copy of this resolution shall be clearly marked on its face with the words "SITE IMPROVEMENT EXCEPTIONS".

BE IT FURTHER RESOLVED that any variances previously granted in connection with this application are hereby extended from the date of this resolution pursuant to Article IV, Section 102-8E of the Colts Neck Township Development Regulations Ordinance.

BE IT FURTHER RESOLVED that a written copy of this Resolution certified by the Secretary of the Planning Board to be a true copy, be forwarded to the Applicant and to the Construction Code Official of the Township of Colts Neck.

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BE IT FURTHER RESOLVED that a proper notice of this decision be published once in the official newspaper of the municipality or in a newspaper in general circulation within the Township.

OFFERED BY: Ms. Burry

SECONDED BY: Mr.Goodwin

ROLL CALL:

Yes: Barbagallo,Burry,Goodwin,Fitzpatrick,Sauter,Zander,Orgo,Erhardt.

No: None

Abstain: None

Absent:

I hereby certify that the above is a true and exact copy of the resolution adopted by the Planning Board of the Township of Colts Neck at its meeting held on November 10, 1998.

Date: November 10,1998

,Secretary
PLANNING BOARD OF THE TOWNSHIP
OF COLTS NECK

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☐ BF
☐ RM
☐ GF
☐ ALL PBM
☐ RB
☐ TE
☐ APP
☐ C. BUCK
☐ TC
☐ BI
☐ TB
☐ MIN BOOK
☐ RES BOOK
☐
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RESOLUTION GRANTING EXTENSION OF TIME FOR PERFORMANCE OF SITE WORK

IN THE MATTER OF APPLICATION #4976
OF RIVERVIEW HEALTH AFFILIATES
Block 46, Lot 17.01
Block 47, Lots 15 and 16

WHEREAS, RIVERVIEW HEALTH AFFILIATES, hereinafter the "Applicant", has proposed the development of property located on Leland Road and New Jersey State Highway Route 34 in the Township of Colts Neck, County of Monmouth and State of New Jersey and designated as Block 46, Lot 17.01 and Block 47, Lots 15 and 16 on the Tax Map of the Township of Colts Neck; and

WHEREAS, the Applicant has previously received Preliminary Major Subdivision, Site Plan and Variance Approval with Waivers by Resolution of the Planning Board dated October 16, 1997; and

WHEREAS, the Applicant previously received Amended Preliminary and Final Major Subdivision and Site Plan Approval by Resolution of the Planning Board dated November 10, 1998; and

WHEREAS, the Approval of November 10, 1998 contained a condition at Page 7, Paragraph 6 permitting the Applicant to perform site work and foundation installation prior to receiving N.J.D.E.P. approvals for sewer, water, transition area averaging and N.J.P.D.E.S. and N.J.D.O.T. approvals; and

WHEREAS, said condition at Page 7, Paragraph 6 further provided that should the Applicant not receive such additional approvals within one year of the date of the Resolution (November 10, 1999), that the Applicant shall

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restore the site substantially to its predevelopment condition; and

WHEREAS, the one year time period with which the Applicant could perform site work and foundation installation prior to receiving all of its approvals has concluded and the Applicant desires a one (1) year extension of said time period.

WHEREAS, the Planning Board has determined that such extension can be granted without any impairment to the Master Plan, Zone Plan and Zoning Ordinance and consistent with the previous approvals granted to the Applicant.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the Township of Colts Neck on this 14th day of March 2000 that the condition at Page 7, Paragraph 6 of the Resolution dated November 10, 1998 be and is hereby amended to extend the time within which the Applicant may perform site work and foundation installation prior to receiving the approvals set forth therein is extended to November 10, 2000. In all other respects, the prior Resolutions and conditions set forth therein shall continue in full force and effect. More particularly, and not by way of limitation, should the Applicant fail to receive the referenced approvals by November 10, 2000, the Applicant shall restore the site substantially to its predevelopment condition. The Applicant shall execute a Developer's Agreement in a form acceptable to the Township of Colts Neck to insure such restoration. Any Performance Guarantees posted in connection with this application shall also secure performance of the condition.

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BE IT FURTHER RESOLVED that nothing herein shall excuse compliance by the Applicant with any and all other requirements of this municipality or any other governmental entity.

BE IT FURTHER RESOLVED that a written copy of this Resolution certified by the Secretary of the Planning Board to be a true copy, be forwarded to the Applicant and to the Construction Code Official of the Township of Colts Neck.

BE IT FURTHER RESOLVED that a proper notice of this decision be published once in the official newspaper of the municipality or in a newspaper in general circulation within the Township.

OFFERED BY: Southcott

SECONDED BY: Milazzo

ROLL CALL:

Yes: Barbagallo, Crossan, Burry, Southcott, Donado, Fitzpatrick, Malinowski, Milazzo, Zander

No: None

Abstain: None

Absent: None

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I hereby certify that the above is a true and exact copy of the resolution adopted by the Planning Board of the Township of Colts Neck at its meeting held on March 14, 2000.

Date: 3/15/00

, Secretary
PLANNING BOARD OF THE TOWNSHIP
OF COLTS NECK

- [x] PBF
- [ ] BF
- [ ] RM
- [ ] GF
- [ ] ALL PBM
- [x] BB
- [x] TE
- [x] APP
- [ ] C. BUCK
- [ ] PC
- [x] BI
- [ ] TB
- [x] MIN BOOK
- [x] RES BOOK
- [x] TA

RESOLUTION GRANTING PRELIMINARY MAJOR SUBDIVISION, SITE PLAN AND VARIANCE APPROVAL WITH WAIVERS

IN THE MATTER OF APPLICATION #496
of RIVERVIEW HEALTH AFFILIATES
Block 46, Lot 17.01

WHEREAS, RIVERVIEW HEALTH AFFILIATES, hereinafter the "Applicant", has proposed the development of property located on Leland Road in the Township of Colts Neck, County of Monmouth and State of New Jersey and designated as Block 46, Lot 17.01 on the Tax Map of the Township of Colts Neck; and

WHEREAS, the Applicant has applied to the Planning Board of Colts Neck Township for approval to subdivide the subject property into two (2) lots. The lots will be separated by an access drive bifurcating the property into a northerly parcel and southerly parcel. The northerly parcel will have an approximate area of 14.1 acres and is proposed to be developed with an Assisted Living Residence Facility with 115 units to be constructed in two (2) phases. Preliminary Site Plan Approval for said Assisted Living Residence Facility has been requested. The southerly parcel will have an approximate area of 5.71 acres and currently has no proposal for development; and

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WHEREAS, the Applicant's proposal is set forth on plans prepared Schoor DePalma, Inc., Theodore D. Cassera, P.E., entitled Title Sheet and Key Map Preliminary Site Plan for Riverview at Colts Neck, Block 46, Lot 17.01 dated 5/30/97 revised 6/30/97 consisting of seven (7) sheets along with a Landscape Plan prepared by Nadaskay Kopelson, Dimitri Levitsky, C.L.A., dated 6/5/97 revised through 7/31/97; and

WHEREAS, the property is located partially in the B-1A Zone and partially in AG-Zone; and

WHEREAS, the Applicant appeared before the Colts Neck Township Planning Board on August 12, 1997 and September 9, 1997,

respectively, due notice of said meetings having been given in accordance with New Jersey Statutes, the Open Public Meetings Act and the Municipal Land Use Law and a quorum of the Planning Board being present, the application was heard; and

WHEREAS, the Applicant's witnesses having been sworn and the Planning Board having heard the testimony of the Applicant's witnesses and having examined the exhibits presented by the Applicant and having considered all of the evidence presented in favor of, or in opposition to, the application the Planning Board has made the following findings of fact:

1) The Planning Board has received and reviewed the following documents, exhibits and reports:

a) Preliminary Site Plan for Riverview at Colts Neck, Block 46, Lot 17.01 prepared by Schoor DePalma, Inc., Theodore D. Cassera, P.E. dated 5/30/97 revised through 6/30/97 consisting of seven (7) pages.

b) Application of Riverview Health Affiliates dated 6/1/97.

c) Color Rendering of Site Plan prepared by Nadaskay Kopelson, dated 5/9/97 marked as Exhibit A-1 in evidence on 8/12/97.

d) Alternate Access Roadway Alignment Plan prepared by Schoor DePalma, Inc. dated 7/7/97 marked in evidence as A-2 at the 8/12/97 hearing.

e) Landscape Plan prepared by Nadaskay Kopelson, Dimitri Levitsky, C.L.A. dated 6/5/97 revised through 7/31/97 marked as A-3

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in evidence at the 8/12/97 hearing.

f) Detailed Landscape Plan prepared by Nadaskay Kopelson, Dimitri Levitsky, C.L.A. dated 6/5/97 marked as Exhibit A-4 in evidence at the 8/12/97 hearing.

g) Elevation Drawings prepared by Nadaskay Kopelson dated 5/19/97 marked as Exhibit A-5 at the 8/12/97 hearing.

h) Alternative Front Elevations prepared by Nadaskay Kopelson marked as Exhibit A-6 at the 8/12/97 hearing.

i) Lighting Plan prepared by Nadaskay Kopelson, Dimitri Levitsky, C.L.A. dated 6/5/97 revised 7/31/97 and marked as Exhibit A-7 at the 8/12/97 hearing.

j) Report of Glenn R. Gerken, Township Engineer dated 7/24/97.

k) Memorandum of William Queale, Jr., Township Planner dated 7/7/97 entitled Memorandum #97-6 and report dated 7/18/97 entitled Memorandum #97-7.

2) The Applicant requires the following approvals from the Planning Board:

a) Preliminary Major Subdivision Approval to subdivide this parcel with an approximate area of 20 acres into two (2) lots. The northerly parcel shall have an approximate

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area of 14.1 acres and will contain a proposed Assisted Living Residence Facility consisting of 115 units to be constructed in two (2) phases. The southerly parcel will have an approximate area of 5.16 acres and has no present proposal for development.

b) Preliminary Major Site Plan Approval for a 115 unit Assisted Living Residence Facility.

c) Variance for lot area for the southerly parcel to permit a parcel with 4.4 acres where ten (10) acres are required.

d) Variance for lot area for the northerly parcel permitting a parcel with 13.5 acres where a maximum of thirteen (13) acres are permitted.

e) Height variance to permit a cupola with a height of 14 ft. where 8.75 ft. are permitted.

f) Sign area of 16 sq. ft. where 15 sq. ft. are permitted.

g) Design Waiver for building length of 375 ft. where 340 ft. are permitted.

h) Buffer - none provided on northerly parcel along northwest lot line.

3) The Planning Board finds that the Applicant has submitted a subdivision plan, site plan and such other

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information as is reasonably necessary to make an informed decision as to whether the requirements necessary for Preliminary Subdivision and Site Plan Approval have been met. The Planning Board further finds that although the grant of approval in this matter will be subject to a variety of conditions, that such conditions will not require a substantial amendment in the layout of improvements by the developer so as to require re-submission.

4) The Planning Board further finds that based upon the plans and exhibits submitted, along with the testimony presented by the Applicant and the reports of its professionals that the application as presented substantially conforms with the requirements of the Colts Neck Township Development Regulations Ordinances and is substantially consistent with the Zone Plan of the Township of Colts Neck and the Preliminary Major Subdivision and Site Plan requirements of the Colts Neck Township Development Regulations Ordinance.

5) The Planning Board finds that the variances requested are appropriate under the circumstances of this application. More particularly, the Planning Board finds that although the proposed northerly parcel which will house the Assisted Living Residence Facility will exceed the thirteen (13) acre maximum area permitted pursuant to the Zone, the project is designed in conformance with the requirements of a conforming lot size under the ordinance. The Applicant has further agreed that the northerly parcel will be restricted from future development with a greater number of units even though the acreage would permit same. Consequently, although the parcel may exceed the thirteen (13) acre maximum requirement, the density

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proposed for the parcel will not exceed that permitted for the maximum size lot in the Zone.

6) The Planning Board further finds that the excess size of the property will result from the construction of the access drive in order to comply with the Highway Access Management Plan adopted by the municipality and will promote its implementation.

7) The Planning Board further finds that the requested sign area variance of 16 sq.ft. where 15 sq. ft. are permitted is de minimis. The Planning Board has conducted its own study of signage in the Business Zones and finds the proposed sign is smaller than the vast majority of signs in the Business District and will harmonize in size, height and character with the other signage in the immediate vicinity and the Business District in general.

8) The Planning Board has viewed renderings provided by the Applicant of the cupola. The Applicant provided a rendering showing the cupola at the permitted 8.75 ft. height and at the 14 ft. height proposed. The Planning Board finds that the taller cupola is more aesthetically appropriate and provides a better visual perspective. The Planning Board finds that the proposed 14 ft. height results in greater architectural harmony with the existing character of the Township.

9) The Planning Board finds that the physical features of the property coupled with the exceptional situation uniquely affecting the property as it relates to coordination with the Highway Access Management Plan creates an extraordinary and exceptional situation such that the strict application of the referenced

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regulations of the Colts Neck Township Development Regulations Ordinance would impose an exceptional and undue hardship upon the Applicant and that the granting of variances from such application so as to relieve such difficulties of hardship are appropriate.

10) The Planning Board further finds that the subject parcel is a specific piece of property pursuant to the Municipal Land Use Law in light of the proposed Highway Access Management Plan and that the benefits to be advanced by deviating from the Zoning Ordinance requirements with respect to the area of the parcels is outweighed by the benefits that would be received by the residents of Colts Neck Township through the implementation of the Highway Access Management Plan to the road system.

11) The Planning Board further finds that the variance relief requested can be granted without substantial detriment to the public good and will not impair the intent and purpose of the Zone Plan and Zoning Ordinance. More particularly, with respect to the variances requested, the lot sizes proposed will implement the Highway Access Management Plan. Thus, not only will there be no substantial detriment to the public good but there will be a benefit to the public good with regard to the improvement of the street system, traffic flow and traffic safety. Furthermore, the Highway Access Management Plan, a joint effort of the Township, County of Monmouth and NJDOT, has been adopted through the Master Plan of the Township of Colts Neck and is recognized in the Zone Plan and Zoning Ordinance as a goal to be achieved. Consequently, the intent and purpose of the Zone Plan and Zoning Ordinance will not be substantially

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impaired. Instead, it will be promoted by the granting of the variances.

12) The Planning Board further finds that the sign variance request is so de minimis in nature that it is insubstantial and will not have any detriment to the public good or the Zone Plan and Zoning Ordinance. Likewise, the Planning Board finds that the cupola proposed is an improvement over the appearance of what is permitted in the current zoning. Therefore, there is no substantial impairment by the granting of this variance. Instead, there is an aesthetic improvement.

13) The Applicant has requested design waivers for building length and buffer provisions. The Planning Board's Planner, William Queale testified that the purpose of the building length restriction is to avoid a lengthy and circuitous route for emergency vehicles around a structure. He further opined that in the instant case, due to the design of the building and the site, the emergency route would not be reduced if the building length were shortened. In addition, he opined that the shrinking of building length would require the loss of valuable common area within the structure. This would be a loss to the residents with no resulting benefit as intended by this design standard. Mr. Queale also opined that the structure is sprinklered which assists in fire fighting such that the proposed route for emergency vehicles is adequate under the circumstances. The Planning Board finds that it agrees with the opinions set forth by Mr. Queale and that the granting of this waiver is appropriate under the circumstances.

14) The Planning Board also finds that the buffer

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waiver can be granted as well insofar as the testimony demonstrates that there is substantial vegetation and conservation area in the northwest portion of the site which acts as a natural buffer so that additional buffer area is not necessary for the project.

15) The Planning Board further finds that the application for Preliminary Major Subdivision and Site Plan Approval with variance and waivers can be granted subject to the specific terms and conditions hereinafter set forth.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the Township of Colts Neck on this 14th day of October 1997 that Conditional Preliminary Major Subdivision and Site Plan Approval with Variances and Waivers be granted which approval shall be, and is hereby, expressly conditioned upon compliance with the following terms and conditions:

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1) Each of the conditions of this approval shall be satisfied prior to the release of signed plans, deeds or other documents as may be applicable unless otherwise expressly noted.

2) No taxes or assessments for local improvements shall be due or delinquent on the subject property.

3) The Applicant shall pay to the municipality a sum sufficient to reimburse the municipality for all fees incurred by the municipality for services rendered by the municipality's professionals for review of the application for development, review and preparation of documents, inspections of improvements and the like pursuant to the Municipal Land Use Law and to provide an escrow fund for any anticipated continuing municipal

expenses for such professional services, if any, in connection with the application for development.

4) The Applicant shall furnish such Performance Guarantees and/or Maintenance Guarantees as may be required pursuant to the Municipal Land Use Law and the Ordinances of the Township of Colts Neck for the purpose of assuring the installation and maintenance of on-tract improvements.

5) Any and all notes, drawings and other information contained on the approved plan shall be conditions of this approval.

6) No site work shall be commenced or plans signed or released or any work performed with respect to this approval until such time as all conditions of the approval have been satisfied or otherwise waived by the Planning Board.

7) The Applicant shall secure approval from NJDOT. The Highway Access Management Plan design and location of the jughandle is approved subject to possible modification in the event NJDOT approves an alternative configuration.

8) The Planning Board recommends that the Applicant pursue reconfiguration of the access roadway to follow the existing zone line between the B-1A Zone and the AG Zone through the parcel. In the event that such reconfiguration is approved, the Applicant will apply for Amended Preliminary Major Subdivision and Site Plan Approval.

9) The portions of the northerly parcel located in

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the AG Zone and in the B-1A Zone between Route 34 and the access roadway to the Assisted Living Residence Facility shall be restricted by Deed to permit use of this area only for the purposes of a septic field, underground utilities, recreation facilities, ancillary parking facilities, agricultural purposes not requiring above ground structures or open space. Such Deed restriction shall be subject to review and approval by the Planning Board's Engineer and Attorney.

10) The Applicant shall secure the vacation of those portions of Leland Road as follows:

a) Triangular parcel located between the proposed northerly access road and the existing intersection of Leland Road with Route 34.

b) Parcel between the intersection of the proposed northerly access road with Route 34 and the intersection of the proposed southerly access road with Route 34.

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11) The Applicant shall revise the plans to include two (2) additional parking spaces in the front parking area in order to provide a total of 58 parking spaces.

12) The Applicant shall revise the plans to provide for sidewalks with a 5 ft. standard width and a 7 ft. width at vehicle overhangs.

13) The Applicant shall submit its proposal for two (2) 20,000 gallon water tanks for approval by the Fire Commissioner.

14) The Applicant shall secure NJDEP approval for a NJPDES Permit, Wastewater Treatment Facility Permit, Amendment to Wastewater Management Plan, Letter of Interpretation, Wetland Buffer Permit and Stream Encroachment Permit.

15) The Applicant's plans provide for future access to Lot 15 by extension of the access road to the end of the curb return at the entrance to the Assisted Living Residence Facility. The area beyond such entrance up to Lot 15 shall be graded at the time of construction of Phase 1 of the Assisted Living Residence Facility. The retaining wall for the access road to Lot 15 shall be constructed to the extent required to facilitate ingress and egress to and from the Assisted Living Residence Facility until final access to Lot 15 is constructed as an off-tract improvement by the owner/developer of Lot 15.

16) The access roadways shall be designed and constructed consistent with, and in accordance with, the Highway Access Management Plan and the requirements of the Department of Transportation. The Applicant's plans shall be revised to include design plans with construction details in accordance with same.

17) The Applicant shall be responsible for securing acquisition of that portion of Block 47, Lot 16 which is necessary to connect the proposed northerly access road with Route 34.

18) The Applicant shall be responsible for acquisition of that portion of Block 47, Lot 15 which is necessary in order to connect the proposed southerly access road with Route 34.

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19) The Applicant shall secure Freehold Soil Conservation Service approval.

20) The Applicant shall secure Monmouth County Planning Board approval.

21) The Applicant shall secure Colts Neck Township Board of Health approval.

22) The Applicant shall submit landscape plans to the Colts Neck Township Shade Tree Commission for review and comment which shall be provided to the Township Engineer.

23) The Applicant shall revise its plans to provide that the base of the fire lane shall be constructed using paver blocks. The Applicant shall also provide for marking of the fire lane with bird feeders or other suitable decorative identification markers at regular intervals as deemed appropriate by the Township Engineer and the Township Fire Commissioner.

24) The Planning Board notes that the maximum lot area permitted is thirteen (13) acres for Assisted Living Residence Facility. In the event that additional lands are added to the Assisted Living Residence Facility lot, as the result of street vacation, which causes it to exceed or further exceed the maximum allowable acreage, such assemblage shall be permitted provided that said additional property may not be used to increase structures size or number of units permitted on the parcel above the maximum allowed for a conforming lot. A notation to this effect shall be placed on the subdivision map.

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25) The Applicant shall revise the plans to such that the westerly access road intersection with the Highway Access Management Plan jughandle road shall be designed consistent with the Highway Access Management Plan and the requirements of NJDOT.

26) The Applicant shall revise its plans to include a sidewalk from the Assisted Living Residence Facility to adjacent Lot 15 (Delicious Orchards).

27) In the event that the Applicant is unable to construct a "T" intersection where the future local street abuts the Highway Access Management Plan jughandle, the Applicant shall construct a temporary non "T" intersection until such time as the full jughandle is constructed in accordance with the Highway Access Management Plan at which point the Applicant shall reconstruct the intersection in accordance with the Highway Access Management Plan.

28) The portions of the Highway Access Management Plan jughandle being constructed by the Applicant shall meet the specifications of the Highway Access Management Plan and NJDOT for centerline location, right-of-way, width, radii, pavement width and pavement cross section requirements.

29) The temporary driveway leading from the jughandle to the Assisted Living Residence Facility entrance will be a future public street and is to be constructed to Township street specifications. The plan shall be revised accordingly.

30) The plan shall also be revised to include the following:

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a) Fire Hydrant types are to match Township Fire equipment.

b) A note shall be added that the flood hazard limit shown on the plans is the 100 year flood limit.

c) All easements are to be shown with their purpose written in the easement.

d) A note shall be added that all utilities will be installed underground.

e) The plan shall be revised to include shade trees along Route 34.

f) The plan shall be revised to delete street lights along a portion of the jughandle entering from Route 34 and show installation of street lights only at the intersections.

g) The plan shall be revised to add sight triangles at all driveway/street and street/street intersections.

h) The plan shall be revised to show garden plots, benches and other recreation improvements on the plan.

i) The plan shall be revised to show sign details including shielded lighting at the base of the sign and landscaping at the base of the sign to improve the aesthetics of the sign.

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j) The subdivision line shall follow the line designated as the "Proposed Public Right-Of-Way" along the northerly access roadway.

31) All plan revisions required herein shall be satisfactory in form and substance to the Township Engineer as complying with the requirements of the Colts Neck Township Development Regulations Ordinance.

BE IT FURTHER RESOLVED that nothing herein shall excuse compliance by the Applicant with any and all other requirements of this municipality or any other governmental entity.

BE IT FURTHER RESOLVED that in the event any de minimis exception has been granted from the Residential Site Improvement Standards Regulations in connection with this application, a copy of this resolution shall be sent to the New Jersey Department of Community Affairs, Division of Codes and Standards, 101 South Broad Street, CN 802, Trenton, New Jersey 08625-0802 within thirty (30) days of the date hereof. Said copy of this resolution shall be clearly marked on its face with the words "SITE IMPROVEMENT EXCEPTIONS".

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BE IT FURTHER RESOLVED that any variances granted with respect to the within application shall expire one (1) year from the date of this resolution unless the Applicant complies with Article IV, Section 102-8E. of the Colts Neck Township Development Regulations Ordinance.

BE IT FURTHER RESOLVED that a written copy of this Resolution certified by the Secretary of the Planning Board to be a true copy, be forwarded to the Applicant and to the Construction Code Official of the Township of Colts Neck.

BE IT FURTHER RESOLVED that a proper notice of this decision be published once in the official newspaper of the municipality or in a newspaper in general circulation within the Township.

OFFERED BY: Mr. Barbagallo

SECONDED BY: Mr. Malinowski

ROLL CALL:

Yes: Messrs. Crossan, Barbagallo, Goodwin, Donado, Fitzpatrick, Malinowski and Garito

No: None

Abstain: None

Absent: Messrs. McBride and Coo

I hereby certify that the above is a true and exact copy of the resolution adopted by the Planning Board of the Township of Colts Neck at its meeting held on October 14, 1997.

Date: 10/14/97

Acting Secretary
PLANNING BOARD OF THE TOWNSHIP
OF COLTS NECK

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TOWNSHIP OF COLTSNECK
124 CEDAR DRIVE
COLTS NECK NJ 07722
732-409-7134

CERTIFICATE

IDENTIFICATION

Date Issued: 01/29/2002
Control #: 7299
Permit # 20000698

Block: 46 Lot : 17.01 Qual:

Work Site : Route 34

Owner in Fee: Meridian Quality Care
Address: 1944 Route 33
Neptune NJ 07754
Telephone: 732 776-3860
Agent/Contractor: Patock Construction
Address: 43 Gilbert Street North
Tinton Falls NJ 07701
Telephone: 732 747-1073
Lic. No./ Bldrs. Reg.No.: Federal Emp. No.: 21-0736773
Social Security No.:

Home Warranty No:
Type of Warranty Plan: [ ] State [ ] Private
Use Group: I-2
Maximum Live Load:
Construction Classification: 2C
Maximum Occupancy Load: 72 bed
Certificate Exp Date:
Description of Work/Use: 72 Bed Assisted Living Facility

[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 APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

[ ] **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance the following conditions must be met no later than _or the owner will be subject to fine or order to vacate.

[ ] **CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17 to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work

[ ] Partial or limited time period(_____ years); see file

[ ] **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

[ ] **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

HSalerno 1/31/02
HENRY SALERNO Construction Official

U.C.C 360 (rev. 3/96)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees $0.00
Paid [X]Check No 1058
Collected by pf

EXAMPLE

11. Colts Neck Building Associates (CNBA) Documentation

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IN THE MATTER OF
APPLICATION PB-743
OF COLTS NECK BUILDING ASSO., LLC
d/b/a COLTS NECK MANOR
BLOCK 22, LOT 18

RESOLUTION GRANTING
PRELIMINARY AND
FINAL SITE PLAN APPROVAL

WHEREAS, COLTS NECK BUILDING ASSO., LLC, d/b/a COLTS NECK MANOR hereinafter the "Applicant", has applied to the Planning Board of the Township of Colts Neck for Preliminary and Final Major Site Plan approval for the development of property located on Monmouth County Route 537 in the Township of Colts Neck, County of Monmouth and State of New Jersey, which property is further known and designated as Block 22, Lot 18 on the Tax Map of the Township of Colts Neck; and

WHEREAS, the Applicant has requested approval to construct a 360 unit apartment complex consisting of 180 one bedroom units, 165 two bedroom units and 15 three bedroom units with 72 units being dedicated for very low, low and moderate income families to partially satisfy the Townships Round Three Affordable Housing obligation pursuant to the Mt. Laurel Doctrine imposed upon all municipalities by the Supreme Court of the State of New Jersey; and

WHEREAS, the subject property is located in the A-6 Residential Zone District and the proposed development is a permitted use in the Zone; and

WHEREAS, the Applicant appeared before the Planning Board of the Township of Colts Neck on August 10, 2021, September 14, 2021, October 12, 2021, November 3, 2021 and December 1, 2021 respectively, due Notice of said meetings having been given in

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accordance with New Jersey Statutes, the Open Public Meetings Act and the Municipal Land Use Law and a quorum of the Planning Board being present, the application was heard; and

WHEREAS, the Applicant's witnesses and interested citizens were sworn and the Planning Board having heard the testimony of the Applicant's witnesses and interested citizens and having examined the Exhibits presented by the Applicant and interested citizens, and having considered all of the evidence presented in favor of or in opposition to the application, the Planning Board has made the following findings of fact:

1) The Planning Board has received and reviewed the following documents, Exhibits and reports:

1.1 Engineer's colorized plan entitled "Site Aerial" dated February 19, 2021, marked as Exhibit A-1 in evidence.

1.2 Engineer's colorized plan entitled "Plan Rendering" consisting of one sheet, marked as Exhibit A-2 in evidence.

1.3 Engineer's Sit Plan Set dated January 22,2021 revised May 28, 2021 consisting of 38 sheets, marked as Exhibit A-3 in evidence.

1.4 Architectural Plan Set date January 18, 2021, revised through April 28, 2021, marked as Exhibit A-4 in evidence.

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1.5 Architectural Color Elevation and Material details dated January 15, 2021, marked as Exhibit A-5 in evidence.

1.6 Stormwater Management Report dated January 22, 2021, revised through May 28, 2021, marked as Exhibit A-6 in evidence.

1.7 Sanitary Sewer Engineer's Report dated January 22,2021, revised through May 28, 2021, marked as Exhibit A-7 in evidence.

1.8 Water System Report dated January 22, 2021, revised through May 28, 2021, marked as Exhibit A-8 in evidence.

1.9 Traffic Impact Study dated January 21, 2021, marked as Exhibit A-9 in evidence.

1.10 Environmental Impact Report dated January 22, 2021, revised through May 28, 2021, marked as Exhibit A-10 in evidence.

1.11 Application and Checklist, marked as Exhibit A-11 in evidence.

1.12 Aquifer pump test memorandum from Langan Engineering, marked as Exhibit A-12 in evidence.

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1.13 Aerial Photograph depicting entire site and surrounding area, marked as Exhibit A-13 in evidence.

1.14 Survey prepared by Keller & Kirkpatrick, Inc. dated October 16, 2014, revised February 3, 2015, marked as Exhibit A-14 in evidence.

1.15 NJDEP Flood Hazard Permit No. 1309-02-0008.1 dated Jume 24, 2015, marked as Exhibit A-15 in evidence.

1.16 NJDEP Stream Encroachment/Freshwater Wetlands Permit dated July 12, 2006, marked as Exhibit A-16 in evidence.

1.17 Monmouth County Planning Board Development Review Committee letter dated May 10, 2021, marked as Exhibit A-17 in evidence.

1.18 Settlement Agreement between Applicant and Colts Neck Township dated March 19, 2020, marked as Exhibit A-18 in evidence.

1.19 Settlement Agreement between Fair Share Housing Center and Colts Neck Township dated March 18, 2020 , marked as Exhibit A-19 in evidence.

1.20 Memorandum from Langan Engineering to Planner Anfuso dated August 27, 2021, marked as Exhibit A-20 in evidence.

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1.21 Memorandum from Langan Engineering to Engineer Gerken dated August 27, 2021, marked as Exhibit A-21 in evidence.

1.22 Architectural Plans prepared by Minno Wasko dated January 18, 2021, revised August 27, 2021, marked as Exhibit A-22 in evidence.

1.23 Site Plan overall CS100 prepared by Langan Engineering dated February 24, 2021, revised August 27, 2021, marked as Exhibit A-23 in evidence.

1.24 Site Plan partial CS101 prepared by Langan Engineering dated February 24, 2021, revised August 27, 2021, marked as Exhibit A-24 in evidence.

1.25 Site Plan partial CS102 prepared by Langan Engineering dated February 24, 2021, revised August 27, 2021, marked as Exhibit A-25 in evidence.

1.26 Grading & Drainage Partial CG101 prepared by Langan Engineering dated February 24, 2021, revised August 27, 2021, marked as Exhibit A-26 in evidence.

1.27 Grading & Drainage Partial CG102 prepared by Langan Engineering dated February 24, 2021, revised August 27, 2021, marked as Exhibit A-27 in evidence.

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1.28 Utility Plan Partial CU103 prepared by Langan Engineering dated February 24, 2021, revised August 27, 2021, marked as Exhibit A-28 in evidence.

1.29 Utility Plan Partial CU104 prepared by Langan Engineering dated February 24, 2021, revised August 27, 2021, marked as Exhibit A-29 in evidence.

1.30 Construction Details CS505 prepared by Langan Engineering dated February 24, 2021, revised June 15, 2021, marked as Exhibit A-30 in evidence.

1.31 Construction Details CS507 prepared by Langan Engineering dated February 24, 2021, revised June 28, 2021, marked as Exhibit A-31 in evidence.

1.32 Letter from Attorney Giunco dated October 12, 2021, marked as Exhibit A-32 in evidence.

1.33 Traffic Report prepared by Langan Engineering dated January 21, 2021 revised September 29, 2021, marked as Exhibit A-33 in evidence.

1.34 Langan Engineering list of projects with disposal fields below asphalt surface, marked as Exhibit A-34 in evidence.

In addition, Board exhibits included the following:

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2.1 Letter of Planner Anfuso dated February 3, 2021, marked as Exhibit B-1 in evidence.

2.2 Letter of Planner Anfuso dated February 22, 2021, marked as Exhibit B-2 in evidence.

2.3 Letter of Planner Anfuso dated February 25, 2021, marked as Exhibit B-3 in evidence.

2.4 First incompleteness letter of Planner Anfuso dated March 3, 2021, marked as Exhibit B-4 in evidence.

2.5 Comment letter of Planner Anfuso dated April 22, 2021, marked as Exhibit B-5 in evidence.

2.6 Second incompleteness letter of Planner Anfuso dated April 23, 2021, marked as Exhibit B-6 in evidence.

2.7 Township Engineer completeness letter dated February 22, 2021, marked as Exhibit B-7 in evidence.

2.8 Second Township Engineer completeness letter dated April 26, 2021, marked as Exhibit B-8 in evidence.

2.9 Third Township Engineer completeness letter dated June 15, 2021, marked as Exhibit B-9 in evidence.

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2.10 Architectural Review Committee Report dated February 23, 2021, marked as Exhibit B-10 in evidence.

2.11 Architectural Review Committee Report dated April 27, 2021, marked as Exhibit B-11 in evidence.

2.12 Architectural Review Committee Report dated May 25, 2021, marked as Exhibit B-12 in evidence.

2.13 Shade Tree Commission letter dated April 1, 2021, marked as Exhibit B-13 in evidence.

2.14 Affordable Housing Planner Review dated July 11, 2021, revised September 9, 2021 and marked as Exhibit B-14 in evidence.

2.15 Board of Health Report dated April 1, 2021, marked as Exhibit B-15 in evidence.

2.16 Environmental Review Committee Report dated April 22, 2021, marked as Exhibit B-16 in evidence.

2.17 Fire Official Report dated July 28, 2021, marked as Exhibit B-17 in evidence.

2.18 Report of Township Engineer dated August 4, 2021, marked as Exhibit B-18 in evidence.

2.19 Report of Township Planner Anfuso dated August 6, 2021, marked as Exhibit B-19 in evidence.

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2.20 Environmental Commission Report dated September 8, 2021, marked as Exhibit B-20 in evidence.

2.21 Township Engineer second engineering review dated September 13, 2021, marked as Exhibit B-21 in evidence.

2.22 Amendment to Settlement Agreement dated September 9, 2021, marked as exhibit B-22 in evidence.

2.23 Letter from attorney Troutner with resolution 2021-171 and resolution 2021-172, marked as Exhibit B-23 in evidence.

2.24 Fifth engineering review of Township engineer dated November 24, 2021, marked as Exhibit B-24 in evidence.

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2) The premises in question are located on Monmouth County Route 537 in the Township of Colts Neck, County of Monmouth and State of New Jersey which property is further known and designated as Block 22, Lot 18 on the Tax Map of the Township of Colts Neck.

3) The subject property is located in the A-6 Residential Zone District and **the** use of the property as an apartment complex is a permitted use in the Zone.

4) The premises are presently comprised of a 39.6 acre parcel of vacant land. The Applicant proposes to construct a 360 unit apartment complex with 180 one bedroom units, 165 two bedroom units and 15 three bedroom units. The apartments will be located in 15 buildings. Each building will be three stories in height and contain 24 units. Twelve of the buildings will line a "loop" road serviced from County Route 537. Accessory uses include a clubhouse with swimming pool, maintenance building, wastewater treatment facility, bicycle storage sheds and/or racks and four pocket parks. Public water supply will be provided through the Gordon's Corner Water Company.

5) The project is being constructed pursuant to a Settlement Agreement between the Applicant and Colts Neck Township as part of the Township's Mt. Laurel Declaratory Judgment action in the Superior Court of New Jersey, Law Division, Monmouth County Docket No. MON-L-2234-15. As part of the Settlement Agreement 72 of the apartment units will be family rental units affordable to very low, low and moderate income families. That will provide 72 credits against Colts Necks obligation to provide its fair share of affordable housing for the region. It will also provide an additional 72 bonus credits for providing affordable family rental housing.

6) The Applicant was represented by John A. Giunco, Esq. who presented the testimony of Christian Roche, a licensed professional engineer in New Jersey. He provided testimony regarding the design and layout of the development and noted that it substantially conforms to the Concept Plan prepared by Minno & Wasko, Architects dated June 27, 2018, revised July 6,

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2018 and attached to the Settlement Agreement as Exhibit A. He also testified that the development complies with all Residential Site Improvement Standards (RSIS) including the number of parking spaces and of the Colts Neck Ordinances with the exception of the following:

a. Variance from Section 102-85.2 to plant shade trees less than 10 feet from the curb line.
b. Design waiver from Section 102-71D to not provide landscaping for detention basins
c. Design waiver from Section 102-73D to have a trash compactor fence height of 7 ft. 2 in. where 6 ft. is the maximum permitted.

7) Mr. Roche also agreed on behalf of the Applicant to comply with the technical recommendations set forth in the review letters of the Township Planner, Township Engineer and Fire Official. He also agreed to provide a berm along County Route 537 with a height of 2ft. to 3 ft. where feasible and enhanced landscaping around the clubhouse.

8) The Applicant also presented the testimony of Daniel D. Disario a licensed professional engineer in New Jersey specializing in traffic engineering. He prepared a Traffic Report dated January 21, 2021 revised September 29, 2021, marked as Exhibit A-33 in evidence. He testified that the site design will provide for safe and efficient vehicular and pedestrian circulation, parking and loading within the site. He also analyzed the adjacent road system, traffic volumes, existing and anticipated trip generation and distribution and levels of

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service at intersections. He concluded that the intersections will function at level of service "D" or better during peak hours which is satisfactory. A number of citizens expressed concerns regarding the increase in traffic the development will generate. Mr. Disario testified that he used accepted practices including those of the Institute for Traffic Engineers for his calculations. He noted that County Route 537 is under jurisdiction of the Monmouth County Planning Board which has the ultimate authority as to what improvements will be required for this development. The Planning Board will send correspondence to the County Planning Board advising of those concerns so that it may consider them while going through the review process for this facility.

9) The Applicant also presented the testimony of Jack Raker, a licensed architect in the State of New Jersey who prepared the architectural plans. He reviewed the architecture and opined that the proposal is consistent with the Settlement Agreement Concept Plan. He noted that the buildings will be sprinklered and complies with all building and safety codes. He testified that more of the affordable units are located on the ground floor level as that is the preference of Fair Share Housing Center, the recognized affordable housing advocate in this state. He also testified that the applicant will comply with the recommendations set forth in the review of KMA Associates, the Township's affordable housing consultant, marked as Exhibit B-14 in evidence

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10) The Applicant also presented the testimony of Adam Stern, a licensed professional engineer specializing in environmental engineering and particularly wastewater treatment. He testified as to the on-site wastewater treatment system for the proposed development. He testified at length regarding the functioning of the system and that the effluent discharged is near drinking water quality. Therefore, it will not have adverse impacts upon Yellow Brook, which flows to the Swimming River Reservoir or to the Aquifers below. He testified under lengthy cross-examination as to the environmental safety of the system and the various mechanisms employed to ensure that any system failure can be handled safely and efficiently. This includes having a licensed operator for the facility. He testified that the system is permitted under the jurisdiction of NJDEP and maintained under its supervision with regular monitoring and reporting of its operations. The Planning Board is sensitive to the environmental concerns expressed by interested citizens and groups such as the Sierra Club and the League of Women Voters who participated in the hearings and will correspond to NJDEP advising that such concerns were raised so that they may be considered while NJDEP is going through the permitting process for this facility. Such correspondence shall also be provided to the applicant. The Planning Board encourages the applicant to continue to pursue a public system for wastewater treatment.

11) The Planning Board finds that the variance for providing shade trees within 10 feet of the curb line is appropriate under the circumstances. The Planning Board finds that the grant of variance relief will promote the purposes of the MLUL by providing adequate light, air and open space and

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providing a desirable visual environment. The Planning finds that these additional trees will not result in any substantial detriment to the public good. Instead, it will provide for additional landscaping that improves the visual appearance of the development. The Planning Board further finds that the grant of variance relief will not substantially impair the intent and purpose of the zone plan or zoning ordinance.

12) The Applicant requested waivers from providing landscaping within detention basins and compactor fence height. The Planning Board finds that the proposed restoration of the retention basins without new landscaping is appropriate. As noted by the Township Planner, the basins are located at the rear of the site completely screened from public view. Additional landscape in this area is unnecessary. With respect to the trash compactor fence, the purpose of the additional height is to better screen the facility as the equipment exceeds 6 ft. in height. The Planning Board finds that the increased fence height will enhance the physical appearance. Therefore, the Planning Board finds that it is appropriate to grant the requested waivers.

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13) The Planning Board finds that the Applicant has submitted a site plan and such other information as is reasonably necessary to make an informed decision as to whether the site plan approval can be granted at this time. The Planning Board further finds that the detailed drawings, specifications and estimates of the application conform to the standards established by ordinance and that preliminary and final site plan approval can and should be given at this time.

14) The Planning Board further finds that all property owners within 200 ft. of the premises in question were given proper notice of the hearing of this application and were provided with an opportunity to present testimony in support of or in opposition to the appeal.

NOW THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Colts Neck on this 14th day of December, 2021 that the application of **Colts Neck Building Associates, LLC / Colts Neck Manor,** be and is hereby approved, which approval shall be and is hereby expressly conditioned upon compliance with the following terms and conditions:

GENERAL CONDITIONS -

1) This approval is subject to the accuracy and completeness of the submissions, statements, Exhibits and other testimony filed with, or offered to, the Board in connection with this application, all of which are incorporated herein by reference and specifically relied upon by the Board in granting this approval. This condition shall be a continuing condition subsequent which shall be deemed satisfied unless and until the Board determines (on Notice to the Applicant) that a breach hereof has occurred.

2) In the event that any documents require execution in connection with the within approval, such documents will not be released until all of the conditions of this

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approval have been satisfied, except as necessary to pursue resolution compliance and to pursue outside approvals of other agencies required by this development. The Planning board acknowledges that the application and permit processing before this or other agencies may require municipal consent and execution of documents to process such approvals. The Planning Board acknowledges Township's obligation to facilitate the approval of this inclusionary development and the prompt execution and return of documents required to process the approvals to the Applicant in accordance with the provisions of the Mt. Laurel Settlement Agreement

3) No taxes or assessments for local improvements shall be due or delinquent on the subject property.

4) The Applicant shall pay to the municipality any and all sums outstanding for fees incurred by the municipality for services rendered by the municipality's professionals for review of the application for development, review and preparation of documents, inspections of improvement and other purposes authorized by the Municipal Land Use Law. The Applicant shall provide such further escrow deposits with the municipality as are necessary to fund anticipated continuing municipal expenses for such professional services, if any, in connection with the Application for Development as may be authorized by the Municipal Land Use Law.

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5) The Applicant shall furnish such Performance Guarantees, Temporary Certificate of Occupancy Guarantees, Safety and Stabilization Guarantees, Maintenance Guarantees, Inspection Fees and such other Guarantees or fees as may be required pursuant to the Municipal Land Use Law and the Ordinances of this Municipality for the purpose of assuring the installation and maintenance of on-tract/off-tract and private site improvements.

6) No site work shall be commenced, or plans signed or released, or any work performed with respect to this approval until such time as all conditions of the approval have been satisfied. This shall not prohibit preliminary site work upon review, approval, authorization and satisfaction of all appropriate conditions imposed by the Township Engineer. The Applicant shall be fully responsible for restoration of the property in the event that all required approvals are not fully perfected.

7) Any and all notes, drawings or other information contained on any approved plans shall be conditions of this approval.

8) Nothing herein shall excuse compliance by the Applicant with any and all other requirements of this municipality or any other governmental entity. This approval is conditioned upon compliance by the Applicant will all Ordinances and Regulations of this Municipality.

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9) In the event any de minimis exception has been granted from the Residential Site Improvement Standards Regulations in connection with this application, a copy of this resolution shall be sent to the New Jersey Department of Community Affairs, Division of Codes and Standards, 101 South Board Street, CN 802, Trenton, New Jersey 08625-0802 within thirty (30) days of the date hereof. Said copy of this resolution shall be clearly marked on its face with the words "SITE IMPROVEMENT EXCEPTIONS".

10) In the event that the Applicant and the approving authority have agreed that exceeding a standard of the Residential Site Improvement Standards is desirable under the specific circumstances of the proposed development, such Agreement to Exceed RSIS Standards shall be placed, in writing, by the developer and transmitted forthwith to the New Jersey Department of Community Affairs, Division of Codes and Standards, 101 South Broad Street, CN 802, Trenton, New Jersey 08625-0802.

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11) The Applicant shall comply with the contribution requirements of the Municipal Affordable Housing Fund as applicable to this application.

12) In the event that this Application involves a subdivision or site plan, such subdivision or site plan shall expire at the conclusion of the period of protection from zoning changes provided for in N.J.S.A. 40:55D-49 or 40:55D-52.a, as applicable, and in no event shall extend

beyond the fifth anniversary of the date of adoption of this resolution.

13) In the event that this approval involves the approval of a subdivision, the Applicant shall provide to the Board Engineer and attorney for review and approval, deeds for each of the lots created and shall file such deeds simultaneously with the recording of any subdivision plat.

14) All special conditions shall be included as notes on the plans.

15) All general and special conditions set forth in this Resolution shall be placed as notes on the approved plans as a Resolution compliance requirement.

16) The Applicant shall comply with the requirements of the Municipal Ordinances with respect to its Affordable Housing obligation by either providing the required affordable housing on-site, providing affordable housing off-site or making a contribution of an Affordable Housing fee pursuant to the applicable Municipal Ordinances. This approval is subject to the Applicant paying all applicable fees, including any fee due and owing to the Municipality's Affordable Housing Trust Fund.

17) This Resolution does not constitute a permit for the construction of the approved improvements. The Applicant shall be responsible for obtaining any and all permits and approvals required **prior to** the commencement of **any** development activities including, but not limited to,

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N.J.D.O.T., N.J.D.E.P., Monmouth County Planning Board, Freehold Soil Conservation District, Regional and/or Municipal Utility Authority approval, in addition to any and all building and construction permits, required by the Municipality. All work performed shall be in accordance with, and shall not deviate from, the approved plans and all applicable Federal, State, County and Local laws, rules and regulations.

18) As an essential and non-severable condition of this approval, the Applicant shall comply with all Mount Laurel obligations and shall comply with the Municipality's approved Housing Element and Fair Share Plan including but not limited to, any associated implementing Ordinances.

19) The scope of the review of this application is necessarily limited to planning, zoning and land use review of the site as compared to the requirements of the Municipality. The grant of this approval and of any permit or approval in connection therewith shall not constitute a representation, guarantee or warranty of any kind or nature by the Municipality or by any Municipal official or employee thereof with respect to the practicability or safety of any structure, use or other plan proposed and shall create no liability upon or cause of action against the Board, the Municipality or any officials or employees of the Municipality for any damage or injury that result from the construction of the improvements for which this Zoning approval is granted.

SPECIAL CONDITIONS -

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1. Colors and materials consistent with architectural plans exhibits A-4, A-5 and A-22.
2. Include trash compactors.
3. Off-site public water from Gordon's Corner Water System. NJDEP permits as may be required.
4. Fire Department approval of fire hydrant locations and compliance with September 8, 2021, Fire Official Report, exhibit B-21.
5. NJDEP Sewer Treatment Works (TWA) approval.
6. NJDEP New Jersey Pollutant Discharge Elimination System (NJPDES) approval.
7. NJDEP approval for continuation of existing drainage facilities within 300 ft. Riparian Buffer.
8. Compliance with Affordable Housing requirements in Kyle, McManus Associates Report dated July 11, 2021, revised September 9, 2021, and marked as Exhibit B-14 which includes, but is not limited to:

Compliance with all applicable regulations of the New Jersey Council On Affordable Housing, including the Uniform Housing Affordability Controls N.J.A.C. 5:80-26.1 et. seq.

Compliance with COAH's rules N.J.A.C. 5:93-5.6(d) regarding phasing and delivery of affordable/adaptable units.

Compliance with N.J.A.C. 5:97-3.14 regarding requirement that first floor units be accessible units.

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Contracting with an experienced third-party Affordable Housing Administrative Agent, subject to approval by the Township Committee and paying for all costs for the administration of the affordable housing units for the 30 year control.

9. Compliance with terms of Settlement Agreement exhibit A-18 including:

P. 3.1 PB take all necessary steps to advance and expedite process for permitting and approval.

P. 3.7 Developer perform, at its expense, any studies reasonably required by PB re: infrastructure improvements necessitated by the project.

P. 4.6 Cooperate with outside approval agencies (example MRRSA, NJDEP, NJDOT)

P. 4.8 Provide relief from cost generative features or requirements.

P. 4.9 Cooperate in facilitating public water and sewer.

10. Variance granted to permit shade trees less than 10 ft. from curb line in parking areas at the curbed end and central islands. (Section 102-85.2F(8)

11. Monmouth County Planning Board Approval.

12. Freehold Soil Conservation District Approval.

13. Posting of Performance Guarantees and Inspection Fees.

14. Waiver for trash compactor fence of 7ft. 2 inches where 6 ft. is permitted. (Section 102-73D)

15. Waiver for not landscaping detention basins (Section 102-71D)

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16. Increased berm height along Rt. 537 frontage. Add 3ft. to 4 ft. berm along Rt. 537 frontage adjusted in accordance with topological conditions. Place additional landscaping and berms around the pool/clubhouse/business office complex.
17. Removal of gasoline tank and pump identified in Phase I Environmental Assessment with acceptable post removal and excavation soil sampling.
18. Any potable wells to be sealed by a licensed well driller.
19. Close any existing septic system.
20. Approval and recording of all easement (Landscape and Conservation) deeds.
21. Approval of Affordable Housing Deed Restriction.
22. Record Stormwater Basin Maintenance Manual.
23. Posting of Tax Map Update fees if converted to Condominium if the future.
24. Record Flood Hazard Permit dated July 1, 2021 and conservation restriction.
25. Comply with technical comments in Planner Anfuso Reports exhibits B-5, 19 and 24.
26. Comply with technical comments in Engineer Gerken Reports exhibits B-18, 22 and 23.

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BE IT FURTHER RESOLVED that nothing herein shall excuse compliance by the Applicant with any and all other requirements of this Municipality or any other governmental entity.

BE IT FURTHER RESOLVED that a written copy of this Resolution certified by the Secretary of the Planning Board to be a true copy be forwarded to the Applicant, to the Construction Code Official of the Township of Colts Neck and to

the Code Enforcement Official of the Township of Colts Neck. A written copy of the certified Resolution shall also be filed in the office of the Administrative Officer of the municipality, which copy shall be made available to any interested party and available for public inspection during normal business hours.

BE IT FURTHER RESOLVED that a proper notice of this decision be published once in the official newspaper of the municipality or in a newspaper in general circulation within the Township.

OFFERED BY: Bader
SECONDED BY: Lutkewitte
ROLL CALL:

YES: Viola, Bartolomeo, Bader, Corsi, Kostka and Lutkewitte
NO: None
ABSTAIN: None
ABSENT: None

Secretary, Planning Board
Township of Colts Neck

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I certify that the above is a true and exact copy of the Resolution adopted by the Planning Board of the Township of Colts Neck at its meeting held on December 14, 2021.

Secretary, Planning Board
Township of Colts Neck

ORDINANCE # 2020-17

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 102, "DEVELOPMENT REGULATIONS" OF THE CODE OF COLTS NECK TOWNSHIP, ARTICLE VIII, "ZONING REQUIREMENTS," "PART 4. ZONING AND DESIGN REQUIREMENTS FOR RESIDENTIAL DISTRICTS," SECTION 102-85.2, "A-6 RESIDENTIAL DISTRICT"

WHEREAS, the Township Committee of Colts Neck Township desires to amend and supplement the Township of Colts Neck Zoning Code to provide for the construction of an inclusionary residential development designed to assist the Township in satisfying its fair share housing obligation through construction of affordable units set aside for low- and moderate-income households, pursuant to the *Mount Laurel* doctrine and the laws of New Jersey; and

WHEREAS, the A-6 Zone is comprised of the property identified as Lots 11, 12, 13 and 14, within Block 22, on the Colts Neck Township Tax Map; and

WHEREAS, the Township Committee of the Township of Colts Neck desires to adopt this Ordinance pursuant to a settlement agreement between Colts Neck Building Associates, LLC, and the Township, dated March 19, 2020, in the case captioned *In the Matter of the Application of the Township of Colts Neck* docketed at MON-L-2234-15.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Colts Neck, County of Monmouth, State of New Jersey, that the Code of the Township of Colts Neck is supplemented at Chapter 102, "Development Regulations," Article VIII, "Zoning Requirements," "Part 4. Zoning and Design Requirements for Residential Districts," Section 102-85.2, "A-6 Residential District."

SECTION 1. Chapter 102, "Development Regulations," Article VIII, "Zoning Requirements," Section 102-85.2, "A-6 Residential District," shall be amended and supplemented as follows:

A. Principal permitted uses on land and in buildings. The following shall be permitted as principal uses:

(1) Multi-family residential buildings, with market rate and multi-family rental affordable housing units. A twenty percent (20%) set-aside of multi-family rental affordable housing units shall be provided in accordance with Section 102-97.1 of the Township Code.

(2) Agricultural uses.

(3) Conservation areas and open space.

B. Permitted accessory uses.

(1) Off-street parking facilities and parking lots.

(2) Mailboxes, lampposts, flagpoles, driveways, paths, sidewalks.

(3) Common facilities and amenities including: tot lots, clubhouse with a fitness center and reception facilities, swimming pools, hot tubs, grilling stations and other on-site recreational areas and facilities, common walkways, gazebos, sitting areas, picnic areas and gardens, enclosed dog park/run area, and other similar uses.

(4) Patios, decks, terraces, and balconies.

(5) Fences and walls. See §102-57 and §102-73 for requirements.

(6) Maintenance building accessory to the multi-family buildings, and pump station maintenance building, not to exceed 1,500 s.f. of coverage and 25 feet in height.

(7) Satellite dishes and solar energy panels mounted at ground level, which shall be screened from view of public streets and neighboring properties by screening, planting, fencing or a combination of these techniques, in order to provide proper

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screening after two growing seasons. These location requirements do not apply to solar energy panels that are mounted flush, or nearly flush, with building sides or roofs.

(8) Antennae. See §102-49 for requirements.

(10) Bike racks

(12)Signs.

(13) Site lighting. The arrangement of exterior lighting shall adequately and safely illuminate parking areas, internal roadways, and walkways.

(14) Other uses which are customarily incidental to a permitted principal use.

(15) Temporary construction and sales trailers. See §102-80 for requirements.

(16) Utility structures, including but not limited to, stormwater management basins and facilities, pump stations, junction boxes, and the like. Existing stormwater management basins and facilities may be utilized in new development.

(17) Emergency generators.

(18) Barns and accessory buildings to farms. See §102-84 for requirements

C. Maximum gross density. Notwithstanding the requirements set forth in §102-98H and §102-85.2E setting forth the maximum permitted gross density of residential development, the maximum number of residential units permitted within multi-family buildings is 360 units, or equivalent to a gross density not to exceed 9.5 units per gross acre.

D. Affordable Housing. Not less than 20% of the total units developed on the site shall be affordable housing rental units. All affordable units shall be integrated into the market rate dwelling units with no more than 10 affordable units per building. If the multi-family rental dwelling units are subject to a condominium form of ownership, affordable units may be owned and managed by an affordable housing developer. The affordable units shall comply with the applicable regulations of the New Jersey Council on Affordable Housing, including the Uninform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., and all other applicable law, including a requirement that thirteen percent (13%) of all affordable units within each bedroom distribution are available to very low income households, and the affordable rental units shall be deed restricted for a period of at least thirty (30) years from the date of the initial occupancy of each affordable unit, unless and until the Township decides, in its sole discretion, to release the controls on affordability.

E. Bulk, area, and building requirements. Multi-family dwelling units in the A-6 Zone shall be subject to the following requirements. Agricultural uses are subject to the standards of the A-1 Agricultural and Residential District requirements of §102-84.

Requirements for Multi-family Dwellings	**Standard**
Minimum lot area (acres)	35 acres
Minimum building setback from front Route 537 frontage *	75 feet
Minimum building setback from internal roads, aisles, and parking areas	10 feet
Minimum distance between buildings**	35 feet
Minimum side yard setback	20 feet

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Minimum rear yard setback	0 feet where it abuts a riparian zone, otherwise 25 feet
Maximum building height***	50 feet
Maximum clubhouse height***	30 feet
Maximum maintenance building height***	25 feet
Maximum building length along longest side	145 feet
Maximum building coverage	20%
Maximum lot coverage	40%
Minimum open space	50%

*Setbacks are calculated from property line, and may overlap with buffers or setbacks required by any county or state agency.

** Patios, balconies, awnings, stairways servicing buildings are not included in the calculation of minimum distance between buildings, but a minimum separation of 11 feet between buildings including patios shall be maintained and a minimum separation of 15 feet between buildings including balconies, awnings, and stairways shall be maintained.

***Building height is measured from the finished development grade to the highest point of a roof.

F. Site access, off-street parking, and loading requirements.

(1) Two site access driveways shall be permitted from County Route 537 to the site. Notwithstanding the provisions of §102-77H, a development in the A-6 Zone shall be permitted street intersections with the same side of an existing street at intervals of a minimum of 500 feet between center lines of the new streets.

(2) The number of parking spaces shall be consistent with the requirements of N.J.A.C. 5:21-1.1 *et seq.* known as the Residential Site Improvements Standards.

(3) The number of parking spaces required for a club house or amenity space shall be 1 parking space per 800 square feet of gross floor area. Shared parking between a club house or amenity space and residential units may be approved by the Planning Board or Zoning Board of Adjustment.

(4) No Loading spaces are required.

(5) Notwithstanding the requirements set forth in Section 102-119G, aisles providing access to parking spaces shall be twenty-four (24) feet in width.

(6) Parking spaces and parking areas shall be setback a minimum of 75 feet from the property boundary along the Route 537 frontage, and 0 feet from riparian zone buffers, and 15 feet in all other yards.

(7) Parking space dimensions shall be 9 feet by 18 feet.

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(8) Notwithstanding the provisions of §102-71A, shade trees shall be planted 10 feet from the curb line.

(9) Notwithstanding the requirements set forth in §102-119A(2), no landscape islands shall be required in the parking areas.

(10) Notwithstanding the provisions of §102-99B, a wall may be substituted in lieu of screen planting, except along Route 537.

(11) The main loop road servicing the development shall have a pavement width of 28 feet.

G. Landscape buffer. Along the Route 537 frontage a seventy-five (75) foot landscaped buffer shall be provided. The buffer shall be calculated from the property line, and may overlap with any county or state buffers. The landscaped buffer shall be planted with an all-season screen consisting of groups of evergreen and deciduous trees staggered in double rows 15 feet on center. Evergreen tree groups shall consist of three to seven evergreen trees (minimum of six feet in height at planting). Deciduous tree groups shall consist of one canopy tree (minimum of 11 feet in height and 2 ½ inches in caliper at planting), and three ornamental trees (minimum of six feet in height, 1 ¾ inches caliper at planting.) A project identification sign is permitted within the landscaped buffer.

H. Signs.

(1) One monument or freestanding project identification sign at each side of any site entrance along the Route 537 frontage in accordance with the following standards:

i. Signs shall be non-illuminated or externally illuminated.

ii. Signs shall be landscaped and may identify the community project name, developer, and logo.

iii. The maximum sign area containing text and logos shall not exceed 25 square feet for each side of the sign if two-sided.

iv. The maximum sign height, including the structure and sign area, shall not exceed 8 feet above proposed finished grade.

v. The minimum sign setback shall be 10 feet from the public right-of-way.

(2) One (1) wall mounted building identification sign is permitted for each face of a building abutting an internal roadway or parking area. The wall mounted sign shall have a maximum height of 12 feet and a maximum area of 8 s.f. Wall mounted signs may be externally illuminated.

(3) Ground mounted wayfinding signs shall be permitted to identify specific locations and/or buildings, areas, or recreational facilities. At entrances to these areas, two signs shall be permitted stating the name of the area or facility, as applicable, and no other advertising material. No sign shall exceed 4 square feet in area and 4.5 feet in height.

(4) Street number designation, name plates, lawn signs, postal boxes, on-site directional and parking signs, and signs posting property as "private property," "no hunting," or similar purposes are permitted but shall not exceed an area of two square feet per sign.

(5) Real estate signs and flag signs, the purpose of which is to advertise availability and/or direct the public to the development, are permitted along public streets and intersections, provided that such signs are located outside of any sight triangle easements, do not interfere with vehicle sight lines. Such signs shall comply with the following requirements:

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i. There shall be no more than 5 real estate signs and 10 flag signs per property being advertised, however, there shall be no more than 5 real estate signs and 10 flag signs along County Route 537.

ii. Signs shall be freestanding and non-illuminated, and may be two sided.

iii. Real estate signs shall not exceed 25 square feet in area, per side, and 8 feet in height above the ground.

iv. Flag signs shall not exceed 60 square feet of area, per side, and shall not exceed 20 feet in height above the ground.

v. The text per each sign shall include the community project name, developer name, logo, and advertising and informational text.

(6) Except as provided for herein, all signs shall be in accordance with the requirements of § 102-106.

(7) Seasonal decorations are permitted in accordance with the requirements of § 102-106C.

(8) Monument and freestanding signs shall be located outside of any sight triangle easements.

I. Refuse and recyclable material storage. Every multi-family building shall provide a storage area to accommodate refuse and recyclable materials. The area shall be screened from view and enclosed by fencing;, plantings; or other materials that are contextual with the architectural design of the development.

J. Yards.

(1) Notwithstanding the requirements set forth in §102-83C, there is no requirement to provide a yard area for any building.

K. Phased development.

(1) Phased development plans may be considered for residential development projects that include a minimum of 300 residential units and a land area of 35 acres or greater.

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SECTION 2. Remainder. Except as hereby amended and supplemented, all other parts of Chapter 102 of the Code of the Township of Colts Neck shall remain in full force and effect.

SECTION 3. Referral to Planning Board. Upon introduction, this Ordinance shall be referred to the Planning Board of the Township of Colts Neck for its review and comment.

SECTION 4. Repealer. All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflict.

SECTION 5. Severability. If any Section, part of any Section or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Committee of the Township of Colts Neck declares that it would have passed the Ordinance and each Section thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

SECTION 4. Effective Date. This Ordinance shall take effect immediately upon final passage and publication according to law.

I hereby certify the Ordinance foregoing to be a true copy of an Ordinance introduced by the Township Committee of the Township of Colts Neck on the 12th day of August, 2020. A public hearing will be held on September 9, 2020, 7:30 p.m. Town Hall, 124 Cedar Drive.

Frank Rizzuto, Mayor

Trina Lindsey, Township Clerk

RECORD OF VOTE										
	First Reading					Second Reading				
	August 12, 2020					September 9, 2020				
	M	S	Yes	No	NV	Ab	M	S	Yes	No	NV	Ab
Mayor Rizzuto			X						X			
Deputy Mayor Viola	M		X				M		X			
Bartolomeo	S		X				S		X			
Fitzpatrick			X						X			
Orgo						X			X			

M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent

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AMENDMENT TO THE SETTLEMENT AGREEMENT
In the Matter of the Application of the Township of Colts Neck, MON-L-2234-15

THIS AMENDMENT TO THE SETTLEMENT AGREEMENT ("Amendment") made this 9th day of September 2021, by and between:

TOWNSHIP OF COLTS NECK, a municipal corporation of the State of New Jersey, County of Monmouth, having an address of 124 Cedar Drive, Colts Neck, New Jersey 07722 (hereinafter the "Township" or "Colts Neck");

And

COLTS NECK BUILDING ASSOCIATES, LLC, a New Jersey limited liability company with a business address of 767 Fifth Avenue, Floor 50, New York, New York 10153 (hereinafter referred to as "Developer");

Collectively, the Township and Developer shall be referred to as the "Parties."

WHEREAS, the Parties entered into a settlement agreement dated March 19, 2020 ("Settlement Agreement"), wherein the Township agreed that its Affordable Housing Plan will include Block 22, Lot 18 (f/k/a Lots 11, 12, 13 and 14) on the Official Tax Map of the Township (the "Project Site"), which will be developed at a density that will permit a total of up to three hundred sixty (360) residential units, two hundred eighty-eight (288) to be market rate units, and a twenty percent (20%) affordable housing set-aside equating to seventy-two (72) multi-family rental units affordable to very low, low and moderate income households (hereinafter the "Project");

WHEREAS, on August 13, 2020 the Court entered an Order of Fairness and Preliminary Mount Laurel Compliance, after a noticed "Fairness Hearing" which in part approved the FSHC Settlement and the Settlement Agreement;

WHEREAS, on The Township adopted the A-6 Zoning Ordinance permitting the Project on or about September 9, 2020 pursuant to the Settlement Agreement;

WHEREAS, in addition to the means provided for within the Settlement Agreement, the Developer seeks sanitary sewer service via an on-site treatment plant, as well as delivery of public water service exclusively to the Project Site and solely for the Project by virtue of a water service line, the diameter of which shall be minimized to the greatest extent possible, from Gordon's Corner Water Company ("Gordon's Corner"), an existing public water utility regulated by the New Jersey Board of Public Utilities ("NJBPU") and the New Jersey Department of Environmental Protection ("NJDEP") with a franchise area in Marlboro Township adjacent to the Project.

WHEREAS, it is the Township's intent to permit the Project to receive public water service from Gordon's Corner Water Company necessary for construction of the Project, and will take such actions as may be reasonably necessary and legally required to permit said service;

WHEREAS, the Parties wish to enter into this Amendment, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court's approval of this

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Agreement; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and for the benefit of the public, and further to implement the purpose of the Fair Housing Act, the Mount Laurel Doctrine, and the Township's compliance with the same, the Parties hereto each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

1) The recitals above are incorporated herein as if set forth at length;

2) Any capitalized terms not defined herein shall have the meaning set forth in the Settlement Agreement.

3) The Township acknowledges, consents, and supports the Developer's pursuit of sewerage treatment by an onsite package treatment plant, and will take such actions required to support and facilitate approvals;

4) The Township hereby consents and authorizes the limited expansion of the Gordon's Corner franchise area into the Township exclusively to the Project Site and solely for the Project by virtue of a water service line, the diameter of which shall be minimized to the greatest extent possible, to deliver public water to the Project and shall adopt the Resolution attached hereto;

5) The Township further agrees to promptly take such other necessary and/or legally required actions to permit the limited expansion of the Gordon's Corner franchise area into Colts Neck Township exclusively to the Project Site and solely for the Project by virtue of a water service line, the diameter of which shall be minimized to the greatest extent possible, to deliver public water to the Project, including but not limited to: introducing and adopting ordinance(s) consenting to the expansion of the franchise area exclusively to the Project Site and solely for the Project and the right to use streets for submission and approval to the Board of Public Utilities; grant any easements that may be required, and; process and approve road opening permits that may be necessary and required for Gordon's Corner to deliver public water to the Project;

6) In the event that either of the Parties fails to perform its obligations under this Amendment it may be enforced as set for in Section 6.15 of the Settlement Agreement.

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THE REMAINDER OF THIS PAGE IS PURPOSEFULLY BLANK

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

Attest:

COLTS NECK BUILDING ASSOCIATES, LLC

By: _____

Print Name: John Sarto

Print Name: Michael Sommer

Date: September 9, 2021

Attest:

TOWNSHIP OF COLTS NECK,
A Municipal Corporation of the
State of New Jersey

By: _____

Print Name: TRINA Lindsey

Print Name: Michael Viola

Date: Sept 8, 2021

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SETTLEMENT AGREEMENT

In the Matter of the Application of the Township of Colts Neck, MON-L-ZZ34-15

THIS SETTLEMENT AGREEMENT ("Agreement") made this ___ day of ___ 2020, by and between:

TOWNSHIP OF COLTS NECK, a municipal corporation of the State of New Jersey, County of Monmouth, having an address of 124 Cedar Drive, Colts Neck, New Jersey 07722 (hereinafter the "Township" or "Colts Neck");

And

COLTS NECK BUILDING ASSOCIATES, LLC, a New Jersey limited liability company with a business address of30A Vreeland Turnpike, Suite 220, Florham Park, New Jersey 07932 (hereinafter referred to as "Deyekmer");

Collectively, the Township and Developer shall be referred to as the "Parties."

WHEREAS, in compliance with the New Jersey Supreme Court's decision in In re Adoption ofN..J.A.C. *5:96* ond *5:97* by N.J. Council On Affordable Housing, 221 N.J. I (2015), on or about July of 2015, the Township filed an action with the Superior Court of New Jersey ("Court"), entitled ln the Mattel' of the Application of the Townshin.gf Colts Neck, County of Monmouth, Docket No, MON-L-2234-15 seeking a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan (hereinafter "t\,ffoxdable Uousing Plan"), in addition to related reliefs (the "Compliance Action") and simultaneously filed a motion for tempol'ary immunity, which was subsequently granted by the Court and is still in full force and effect; and

WHEREAS, the Developer filed a Motion to Intervene in the Township's Compliance Action, which was granted by Order dated August 19, 2015; and

WHEREAS, the Developer attended several mediations with Township representatives, Township professionals, the Court appointed Special Master, Michael Bolan, and Settlement Conferences with the Honorable Denl1is E. O'Brien; and

WHEREAS, Developer owns property located at 302 Route 537, Colts Neck, NJ, and identified on the Township's tax map as Block 22, Lot 18 (formerly Lots 11. 12, 13, and 14) {the "Project Sitl1");

WHEREAS, in evaluating properties appropriate for inclusionary developments, the Township has determined that the Project Site present an available, approvable. developable, and suitable opportunity for such development N.T.A.C. 5:93-1.3; and

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WHEREAS, subject to the adoption of ordinances with terms specified herein and subject further to Court approval of this agreement, the Township has determined to incorporate the Project Site identified in this Agreement into its Affordable Housing Plan; and

WHEREAS, the Affordable Housing Plan will include the Project Site, which will be developed at a density that will permit a total of up to three hundred sixty (360) residential units, two hundred eighty-eight (288) to be market rate units, and a twenty percent (20%) affordable housing set-aside equating to seventy-two (72) multi-family rental units affordable to very low, low and moderate income households (hereinafter the "Project"); and

WHEREAS, the affordable units within the Project shall comply with the applicable regulations of the New Jersey Council on Affordable Housing ("COAH"), in including the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et lliJ, ("UHAC"), and all other applicable law, including a requirement that 13% of all affordable units within each bedroom distribution are available to very low income households, and said Project shall be deed restricted for a period of at least 30 years; and

WHEREAS, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties, and seek the Court's approval of this Agreement at a Fairness Hearing; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

ARTICLE I - PURPOSE

1.1 The purpose of this Agreement is (a) to set forth the terms and conditions agreed upon by the Parties to be in their mutual best interests and in the furtherance of the public welfare to settle the Compliance Action; (b) to amend the existing zoning ordinance, zoning map, and adopt an Affordable Housing Plan, to permit construction of three hundred sixty (360) residential units, two hundred eighty-eight (288) to be market rate units, and seventy-two (72) multi-family rental units affordable to very low, low and moderate income households, at the Project Site; (c) to redirect the resources and efforts of the Parties from litigating their rights and facilitating the actual construction of affordable housing.

1,2 The Project shall be substantially consistent with the concept site plan and rendering attached hereto and made a part hereof as Exhibit A, which has been reviewed and approved by the Township and the Township's professionals. The existing stormwater management basins and facilities may be utilized in connection with the development of the Project.

1.3 The Township will also introduce at public hearings and consider for adoption an ordinance rezoning the Projeel Site, and permitting the Project, substantially in the form attached hereto as Exhibit B (the "Rezoning Ordinance"), and will introduce and consider for adoption a corresponding appropriate amendment to the Township's Zoning Map.

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ARTICLE II · BASIC TERMS AND CONDITIONS

2.1 This Agreement is subject to Court approval following a duly noticed "Fairness Hearing" and the Parties agree to request the Court's approval of this Agreement within thirty (30) days of the Effective Date.

2.2 In the event of any legal challenges to the Court's approval of this Agreement or the Required Approvals (defined in section 4.6), including a challenge by any third-party, the Parties must diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or the Project, the Parties shall negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement, provided that no such modification requires an increase or decrease in density than provided herein. Each party shall be responsible for all costs which they may incur in obtaining Court approval of this Agreement and/or defending any challenge to the same.

2.3 This Agreement does not purport to resolve all of the issues before the Court raised in the Compliance Action. In the event the Township adopts the Rezoning Ordinance rezoning the Project Site and the Court approves this Settlement Agreement, but the Township is unable to reach a settlement with Fair Share Housing Center ("FSHC") or any other person or entity, all of the Parties hereto are obligated to comply with their obligations under this Agreement including but not limited to the obligation to defend this Agreement.

ARTICLE III-DEVELOP:ER OBLIGATIONS

3.1 Obligation To File Development Applications In Accordance With Rezoning Ordinance, Concept Plans. Developer shall file development applications in accordance with the Rezoning Ordinance. All such applications shall be substantially consistent with the concept plan, and rendering, attached hereto as Exhibit A and the proposed ordinance rezoning the Project Site attached hereto as Exhibit B. The Township agrees to act in good faith and with continuity of purpose to advance the potential approval and permitting of the Project. Although the Planning Board of the Township of Colts Neck is not a party to this Settlement Agreement, the Parties understand and anticipate that the Plunning Board will undertake all necessary steps required by law to advance and expedite the process for the potential approval and permitting of the Project.

3.2 Obligation To Maintain 20 Percent Affordable Housing Set-Aside And To Comply With All Affordable Housing Laws. Developer, its successors and/or assigns shall have an obligation to deed-restrict twenty percent (20%) of the total l'csidential units produced in the Project as multi-family rental units. If the Project delivers the agreed upon three hundred sixty (360) residential units, then Developer shall be obligated to provide seventy-two (72) units affordable to very low, low and moderate income. Developer shall not be subject to any payment in-lieu, or affordable housing development fee. All affordable units shall be integrated into the market rate dwelling units with no more tlia11 IO affordable units per building (as reflected on Exhibit A).

3.3 Obligation To Phase The Affordable Units: Certifcates of occupancy for the Project shal! be issued in accordance with the phasing schedule provided within N.J,A.C. 5:93-5.6(d) to ensure that the affordable units are constructed.

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3.4 Additional Affordable Housing Requirements: All of the affordable units in the Project shall comply with UHAC, the Township's Affordable Housing Plan, the Township's Affordable Housing Ordinance, any applicable order of the Court (including the Township's eventual Judgment of Compliance and Repose Order or ".TOR Order"), and other applicable laws. The Developer will also comply with the following provisions regarding the affordable units in the Project:

3.4.1 Deed Restriction Period: The Developer shall have an obligation to deed restrict the affordable units in the proposed project as very low, low or moderate income affordable units for a period of at least thirty (30) years from the date of the initial occupancy of each affordable unit (the "Deed-Rgstriction Period"), unless and until the Township decides, in its sole discretion, to release the controls on affordability, so that the Township may count each affordable unit against its obligation to provide affordable housing. '!be Parties agree that the affordability controls shall not expire until such time, after thirty (30) years from the date of initial occupancy that the Township may, in its sole discretion, take action to release the controls on affordability, and that, thereafter, the affordability controls shall continue in eflect until the date on which the individual affordable rental unit shall become vacant, provided tilat the occupant household continues to earn a gross annual income of Jess than 80 percent of the applicable median income. See N.J.A.C. 5:80-26.1 l(b). If, at any time after the potential release of the affordability controls by the Township, a rental household's income is found to exceed 80 percent of the regional median income, the rental rate restriction shall expire at the later of either the next scheduled lease renewal or sixty (60) days. See Ibid.

3.4.2 Deed Restriction: The Developer shall execute and record a Deed Restriction for the affordable units in a form acceptable to both Parties before the first Certificate of Occupancy is issued for the Project. The Deed Restriction wlll be recorded in the Monmouth County Clerk's office. The Township may, in its sole discretion, take all actions necessary to release and discharge the Deed Restriction with respect to each affordable unit upon the expiration of the Deed Restriction Period with respect to such unit, subject to the terms of3.4.1 hereof.

3.4.3 Income Distribution Requirements: Thilteen percent (13%) of the total number of the affordable family rental units within each bedroom distribution in the Project must be very low income units, thirty-seven (37%) of the total number of affordable rental units must be low income units, and the remaining fifty percent (50%) must be moderate income rental units.

3.4.4 Bedroom Mix: At least twenty percent (20%) of the affordable units will be three bedroom units, and no more than twenty percent (20%) of the affordable units will be one bedroom units. The remainder of the affordable units will be two bedroom units.

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3.4.5 Administrative Agent; The Developer shall, subject to written approval by the Township Council, contract with a qualified and experienced third party administrative agent, which may be the Township administrative agent (the "administrative agent") for the administration of the affordable units and shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with this Agreement for the Deed-Restriction Period. The Developer and its administrative agent shall work with the Township and the Township's administrative agent, should the Developer's and the Township's administrative agent not be one and the same, regarding any affordable housing monitoring requirements imposed by COAH or the Court. The Developer shall provide, within thirty (30) days after written notice, detailed information reasonably requested by the Township or the Township's administrative agent, should the Developer's and the Township's administrative agent not be one and the same, concerning the Developer's compliance with UHAC, the Township's Affordable Housing Ordinance, the Township's Amended Affordable Housing Plan, all applicable Court orders (including tho Township's JOR), and other applicable laws.

3.4,6 Inclusion Of Affordable Units In The Township's Affordable Housing Plan: The Parties agree that the Project will be included in the Township's Affordable Housing Plan, which will be approved by the Court at a Compliance Hearing, and will be memorialized in a JOR Order, and !hat the affordable housing credits generated by the Project will be applied against the Township's affordable housing obligation.

3,4.7 **UHAC.** Notwithstanding anything to the contrary contained herein, to the extent there is any discrepancy between UHAC and the Township's Affordable Housing Ordinance and/or UHAC and this Agreement, the te1ms of UHAC shall control.

3.5 Obligation to post Escrows. Developer shall post escrows to cover the costs of the Township's and Planning Board's professionals in conjunction with their review of Developer's development applications, which costs shall include, by way of example, the cost to review submissions of the applicant and other relevant documents and to testify about the rep01ts reviewed. All such escrows shall be governed by the requirements of the Municipal Land Use Law, N.J.S.A. 40:SSD-I et scg. ("MLUL").

3.6 Obligation To Comply With Reasonable Conditions of Approval. Developer acknowledges that as a condition of preliminary and/or final site plan and/or subdivision approval, Planning Board may require on-site and off-site improvements only as permitted by N.J.S.A. 40:55D-42. Developer shall comply with all such reasonable conditions and shall confine any challenge to any condition of approval to an attempt to rectify the contested condition.

3.7 Developer shall perform, at its expense, any studies the Planning Board or other Township Board, commission or other entity with jurisdiction may reasonably, and lawfully, require with respect to any infrastrncture improvements necessitated by the Project.

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3,8 Obligation Not To Oppose Township's Application for Approval ofits Affo1·dable Housing Plan, Developer will cooperate with and suppo1t the Township's subsequent request for entry o fa Judgment o fCompliance and Repose provided that the Township's Affordable Housing Plan includes the Project Site consistent with this Agreement, and will support the settled upon fair share and will not otherwise challenge the validity of the Township's Affordable Housing Plan.

3,9 Obligation to Cooperate, Developer and Township shall each have the obligation to cooperate and advance the intent and purposes ofthis Agreement.

ARTICLE IV - OBLIGATIONS OF THE TOWNSHIP

4,1 The Rezoning Ordinance. Within sixty (60) days of the approval of this Agreement by Court Order after a properly noticed Fairness Hearing is held, the Township shall introduce and place on the Township Council agenda for public hearing and potential adoption that Rezoning Ordinance that is substantially in the form attached hereto as **Exhibit B** that will permit the development o fthe Project Site consistent with the Rezoning Ordinance, and reasonably consistent with the attached concept site plans, and rendering (attached as **Exhibit A)** that allows for the development o fthe Project.

4.1 Upon intrnduction of the Rezoning Ordinance, the Township shall refer the Rezoning Ordinance to the Planning Bom'◁ for review and recommendation,

4,3 Within thirty (30) days o fa recommendation by the Planning Board regarding the Rezoning Ordinance, the Township will place on the Township Council agenda for public hearing, second reading and potential adoption the Rezoning Ordinance.

4.4 The adoption of the Rezoning Ordinance shall not await the adoption of the Affordable Housing Plan. If the Township fails to adopt the Rezoning Ordinance within one hundred and eighty (180) days from the execution ofthe Settlement Agreement, the parties consent to the Court's jurisdiction lo continue adjudicate the dispute between the parties and the parties to this Agreement shall be restored, *status quo ante,* to theirrespective positions prior to the execution ofthis Agreement, and no party shall be entitled to use this Agreement to the disadvantage ofthe other in any future litigation.

4.5 Obligation To Include Project Into Township's Affordable Housing Plan. The Township shall incorporate the Project, this Agreement and the Rezoning Ordinance into the Affordable Housing Plan for which lt seeks the Court's approval. The Township agrees that, absent written consent of Developer, or its successors in title the Rezoning Ordinance shall remain applicable to the Project Site until the conclusion ofthe Third Round compliance period (July 2, 2025), and the Project Site may only be removed from the Affordable Housing Plan with the approval ofthe Court on Notice to Developer and its successors,

4.6 Obligation To Cooperate. The Township acknowledges that in order for Developer to construct the Project, the Developer will be required to obtain approvals and permits from relevant public entities, municipalities, and utilities, such as, by way of example only, other municipalities, the Township, the Planning Board, the County of Monmouth, the Monmouth

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County Planning Board, Manasquan River Regional Sewer Authority, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, "Required Appmvals"). The Township agrees to act in good faith and with continuity of purpose and to use reasonable efforts to cooperate with Developer in its undertakings to obtain the Required Approvals provided that the taxes on the subject property are current. The Township fmiher acknowledges that the Project as depicted on the concept site plans attached hereto may require modification to comply with conditions imposed by the Required Approvals, and that deviations and reasonable variances from the Rezoning Ordinanco or the Township's Ordinance may be required to comply with the Required Approvals and effectuate the intent and purpose of this Agreement.

4.7 Obligation to Maintain Proposed Re-Zoning of Project Site, Tho Township agrees that if a decision of a court of competent jurisdiction in Monmoutl1 County, or a determination by an administrative agency responsible for implementing tlle Pair Housing Act, or an action by the New Jersey Legislature, wonld result in a calculation of an affordable housing obligation for the Township for the period 1987-2025 that would lower the Township's affordable housing obligation beyond that established by COAH for the period 1987-1999 and/or this Court for the period 1999-2025, the Township shall nonetheless implement the Rezoning Ordinance contemplated by this Agreement, and act in good faith to support the development of the Projeel as it is contemplated by this Agreement,

4.8 Obligation to Provide Developer Relief from Cost-Generative Features and/or Requirements. The Township recognizes that as an inclusionary development, within the meaning of the Mqun! Lal,lrel doctrine, the Project is entitled to certain relief from cost-generative features as defined by relevant law. The Township specifically acknowledges that in accordance with N.J.S.A. 40:!4A-8.3 and N.J.S.A. 40: 14B-22.3, the affordable units shall be entitled to a 50% reduction for any connection fees or tapping fees to be assessed.

4.9 Utilities to Serve the Project. The Township shall cooperate with Developer, and act in good faith and with continuity of purpose to assist the Developer in facilitating the provision of public water and sewer to the Project Site by tie-in to existing sewer collection service through Preehold Township or Freehold Township Public Works and by tie,in to existing public potable water supply located in Freehold Township (the "Pr91 oscd Connection Locations"). Such cooperation shall include, but not be limited to, immediately introducing and recommending a resolution supporting an amendment to the sewer service area and an exp,ansion of the water franchise area, entering into agreements, and taking any other reasonable steps necessary or required to help facilitate the provision public water and sewer to the Prqject Site by tie-in to the Proposed Connection Locations, placement within an appropriate sewer service area, and incorporation into an approved Monmouth County Water Quality Management Plan ("WOMP") and the Township's Wastewater Management Plan ("WMP") to allow development of the Project. The Township, if necessary, shall endorse and support any applications required for the allocation of capacity and delivery of sewer and water service to the Project Site by tie-in to the Proposed Connection Locations. The Township shall become a co-plaintiff and cooperate with and support Developer in its efforts to obtainjuqicial approval, including any appeals, it being understood by tho parties to this Agreement that the Township's role as a co-plaintiff in such litigation or appeals may, in its reasonable discretion, include relying upon and joining in motions, briefs, pleadings,

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arguments, etc. that are prepared and/or advanced by the Developer, as well as relying upon Developer's expert witnesses and reports. Notwithstanding, the Township, and its professional consultants, shall act in good faith and with continuity of purpose to cooperate with Developer its undertakings to obtain ptlblic sewer and water approvals including participating in the preparation and review of litigation documents and expert reports.

ARTICLE V – MUTUAL OJJLIGATIONS

5.1 Obligations Regarding Costs. Except as set forth herein, each Party shall be responsible for its own costs and expenses associated with seeking Court approval for and implementing this Agreement. The foregoing provision shall not be construed to preclude joint representation of Township and Planning Board in any litigation or other proceeding.

5.2 Obligation To Comply with State Regulations, The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, .licenses, approvals, and similarly .binding authority, applicable to the Project or the perfotmance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

5,3 ,Notices, Any notice or demand or other communication required under this Agreement by either party to the other shall be considered given and delivered if it is dispatched by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible, All notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (I0) days' notice as provided herein:

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TO DEVELOPER: COLTS NECK BUILDING ASSOCIATES, LLC
Attention: Jenny Bernell
666 Fifth Avenue, .Floor 15
New York, NY 10103

WITH COPIES TO: **Giordano, Halleran** & Ciesla
Attention: John A, Sarto, Esq.
125 Half Mile Road, Suite 300
Red Bank, NJ 07701-6777
jsarto@ghclaw.com

TO THE TOWNSHIP OF COLTS NECK:

Township of Colts Neek
Attention: Kathleen M. Capristo, Twp, Administrator
124 Cedar Drive, Town Hall, Upper Floor
Colts Neck, NJ 07722

WITH COPIES TO: **Gluck Walrath, LLP**
Attention: Meghan Bennett Clark, Esq.
11 Wharf Avenue, Suite 4
Red Bank, NJ 07701

AND TO: **Chiesa Shahinian & Giantomasi, PC**
Attention: Ronald L. Israel, Esq,
One Boland Drive
West Orange, NJ 07052

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor, Notice by counsel for a party shall be ellective for all purposes.

ARTICLE VI - MISCELLANEOUS

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

6,2 Successors Bound, The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upou and inure lo the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Project Site which is the subject of this Agreement. 'Ibis Agreement may be enforced by any of the Parties, and their successors and assigns, as herein set forth.

6.3 **Governing Law,** This Agreement shall be governed by and construed by the laws of the State of New Jersey,

6,4 No **Modification,** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

6.5 Effect of Counterparts. This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

6,6 Voluntary Agreement. 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.

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6.7 Interpretation, 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: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

6.8 Necessity of Required Approvals. The Parties recognize that approval of the development application to implement the Project provided in this Agreement, and such other actions as may be required of the Planning Board or Township under this Agreement, cannot be granted or approved except on the basis of the independent reasonable judgment by the Planning Board and the Township Council, as appropriate, and in accordance with the procedures established by law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law, however, in accordance with procedures established by law, the Planning Board's judgment must not be arbitrary, capricious, or unreasonable in its consideration of the application. Similarly, nothing herein is intended to preclude Developer from appealing a denial of the development application or appealing from the imposition of any unreasonable conditions by the Planning Board in accordance with the MLUL.

6,9 Schedules. Any and all Exhibits and Schedules annexed to this Agreement arc 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.

6.10 Entire Agreement. 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.

6.11 Conflict **of Interest.** No member, official or employee of the Township or the Planning Board shall participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

6.12 Effective Date. Anything herein contained to the contrary notwithstanding, the effective date ("Effective Date") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

6.13 Waiver. The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of tbe Parties shall not be construed as a waiver of these or other provisions.

6.14 Captions. The captions alld titles to this Agreement and the several sections and SL1bscctions are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions oftbis Agreement.

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6.15 Default, In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occul'.tence of any default, the non-defaulting Patty shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days, or such reasonable period of time as may be appropriate to take actions to cure the default in compliance with the laws of New Jersey, the Patty(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Prulies may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

6.16 Notice of Actions. The Parties and their respective counsel agree immediately to 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 the provisions of this Agreement.

6.17 Payment of Fee., **to Fair** Share **Housing Center:** The Developer shall make a one-time payment to the Fair Share Housing Center, in the amount of $7,500, representing Developer's contribution to the attorney's fees and costs assessed to the Township by FSHC, and as referenced in paragraph 23 of the Township's executed settlement agreement with FSHC (the "Payment"). The Payment is due within thirty (30) days of the Court's Approval of this Agreement. In addition to all other remedies available to Developer, the Township will reimburse Developer for the Payment if the Township is in default of its obligations in this Agreement and fails to cure the default as provided in Section 6.15 herein.

6, 18 Recitals. The recitals of this Agreement are incorporated herein and made a part hereof.

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THE REMAINDER OF THIS PAGE IS PURPOSEFULLY BLANK

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

Attest

COLTS NECK BUILDING ASSOCIATES, LLC

_____

By: _____

Print Name: _____

Print Name: _____

Date: ____, 2020

Attest:

TOWNSHIP OF COLTS NECK,
A Municipal Corporation of the
State of New Jersey

_____

By: _____

Print Name: TRINA Lindsey

Print Name: _____

Date: ____, 2020

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EXHIBIT A

CONCEPT SITE PLAN AND RENDERING

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DEVELOPMENT DATA

JOTAL RESIDENTIAL:	360DU
MA.IIIfl.A1f.	[illegible]
[illegible]	[illegible]
C.0.A.H [illegible]	[illegible]
[illegible]	[illegible]
CLUBHOUSE	6,IIOO SF
TOTAL PARKING·	691 SPACES

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CONCEPT SITE PLAN

MINNO ■ WASKO

CLIENT NAM: KUSHNER

COLTS NECK

COITS MEOC IOWNS..... N!W JBISEY

EXHIBITB

ZONING ORDINANCE FOR THE PROJECT

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TOWNSHIP OF COLTS NECK

ORDINANCE#__ _

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 102, "DEVELOPMENT REGULATIONS" OF THE CODE OF THE TOWNSHIP OF COLTS NECK, ARTICLE VIII, "ZONING REQUIREMENTS," "PART 4. ZONING AND DESIGN REQUIREMENTS FOR RESIDENTIAL DISTRICTS," SECTION 102-85.2, "A· 6 RESIDENTfAL DISTRICT"

WHEREAS, the Township Committee of the Township of Colts Neck desires to amend and supplement the Township of Colts Neck Zoning Code to provide for the construction of an inclusionary residential development designed to assist the Township in satisfying its fair share housing obligation through construction of affordable units set aside for low- and moderate-income households, pursuant to the *Mount Laurel* doctrine and the laws of New Jersey; and

WHEREAS, the A-6 Zone is comprised of the property identified as Lots 11, 12, 13 and 14, within Block 22, on the Colts Neck Township Tax Map; and

WHEREAS, the Township Committee of the Township of Colts Neck desires to adopt this Ordinance pursuant to a settlement agreement between Colts Neck Building Associates, LLC, and the Township, dated ____ 2020, in the case captioned *In the Malter of the Application of the Township of Colts Neck* docketed at MON-L-2234-15.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Colts Neck, County of Monmouth, State of New Jersey, that the Code of the Township of Colts Neck is supplemented at Chapter 102, "Development Regulations," Article VIII, "Zoning Requirements," "Part 4. Zoning and Design Requirements for Residential Districts," Section l02-85.2, "A-6 Residential District."

SECTION 1. Chapter 102, "Development Regulations," Article VUJ, "Zoning Requirements," Section I02-85.2, "A-6 Residential District," shall be amended and supplemented as follows:

A. Principal permitted uses on land and in buildings. The following shall be permitted as principal uses:

(1) Multi-family residential buildings, with market rate and multi-family rental affordable housing units. A twenty percent (20%) set-aside of multi-family rental affordable housing units shall be provided in accordance with Section 102-97, 1 of the Townshtp Code.

(2) Agricultural uses.

(3) Conservation areas and open space.

B. Permitted accessory uses.

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(!) Off street parking facilities and parking lots.

(2) Mailboxes, lampposts, flagpoles, driveways, paths, sidewalks.

(3) Common facilities and amenities including: tot lots, clubhouse with a fitness center and reception facilities, swimming pools, hot tubs, grilling stations and other on-site recreational areas and facilities, common walkways, gazebos, sitting areas, picnic areas and gardens, enclosed dog park/run area, and other similar uses.

(4) Patios, decks, terraces, and balconies.

(5) Fences and walls. See §102-57 and §102-73 for requirements.

(6) Maintenance building accessory to the multi-family buildings, and pump station maintenance building, not to exceed 1,500 s.f, of coverage and 25 feet in height.

(7) Satellite dishes and solar energy panels mounted at ground level, which shall be screened from view of public streets and neighboring properties by screening, planting, fencing or a combination of these techniques, in order to provide proper screening after two growing seasons. These location requirements do not apply to solar energy panels that are mounted flush, or nearly flush, with building sides or roofs.

(8) Antennae. See §102-49 for requil'ements.

(10) Bike racks

(12)Signs.

(13) Site lighting. The arrangement of exterior lighting shall adequately and safely illuminate parking areas, internal roadways, and walkways.

(14) Other uses which are customarily incidental to a permitted principal use.

(15) Temporary construction and sales trailers. See §I02-80 for requirements.

(16) Utility structures, including but not limited to, stormwater management basins and facilities, pump stations, junction boxes, and the like. Existing stormwater management basins and facilities may be utilized in new development.

(17) Emergency generators.

(18) Barns and accessory buildings to forms. See § 102-84 for requirements

C. Maximum gross density. Notwithstanding the requirements set forth in §I02-98H and §102-85 .2E setting forth the maximum permitted gross density of residential development, the maximum number of residential units pennitted within multi-family buildings is 360 units, or equivalent to a gross density not to exceed 9.5 units per gross acre,

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D. Affordable Housing. Not less than 20% of the total units developed on the site shall be affordable housing rental units. All affordable units shall be integrated into the market rate dwelling units with no more than 10 affordable units per building. If the multi-family rental dwelling units are subject to a condominium form of ownership, affordable units may be owned and managed by an affordable housing developer. The affordable units shall comply with the applicable regulations of the New Jersey Council on Affordable Housing, including the Uninform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., and all other applicable law, including a requirement that thirteen percent (13%) of all affordable units within each bedroom distribution are available to very low income households, and the affordable rental units shall be deed restricted for a period of at least thirty (30) years from the date of the initial occupancy of each affordable unit, unless and until the Township decides, in its sole discretion, to release the controls on affordability.

E. Bulk, area, and building requirements. Multi-family dwelling units in the A-6 Zone shall be subject to the following requirements. Agricultural uses are subject to the standards of the A-1 Agricultural and Residential District requirements of §102-84.

Requirements for Multi-family Dwellings	**Standard**
Minimum lot area (acres)	*35* acres
Minimum building setback from front Route 537 frontage *	75 feet
Minimum building setback from internal roads, aisles, and parking areas	10 feet
Minimum distance between buildings"*	35 feet
Minimum side yard setback	20 feet
Mh1imum rear yard setback	0 feet where it abuts a riparian zone, otherwise 25 feet
Maximum building height***	50 feet
Maximum clubhouse height•**	30 feet
Maximum maintenance building height•••	25 feet
Ma1dmum building length along longest side	145 feet

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Maximum building coveruge	20%
Maximum lot coverage	40%
Minimum open apace	50%

*Setbacks are calculated from property line, and may overlap with buffers or setbacks required by any county or state agency.

**Patios, balconies, awnings, stairways servicing buildings are not included in the calculation of minimum distance between buildings, but a minimum separation of 11 feet between buildings including patios shall be maintained and a minimum separation of 15 feet between buildings including balconies, awnings, and stairways shall be maintained.

***Building height is measured from the finished development grade to the highest point of a roof.

F. Site access, off-street parking, and loading requirements.

(I) Two site access driveways shall be permitted from County Route 537 to the site. Notwithstanding the provisions of §102-77H, a development in the A-6 Zone shall be permitted street intersections with the same side of an existing street at intervals of a minimum of 500 feet between center lines of the new streets.

(2) The number of parking spaces shall be consistent with the requirements of N.J.A.C. 5:21-1.1 ***et seq.*** known as the Residential Site Imp1·ovements Standards,

(3) The number of parking spaces required for a club house or amenity space shall be 1 parking space per 800 square feet of gross floor area, Shared parking between a club house or amenity space and residential units may be approved by the Planning Board or Zoning Board of Adjustment.

(4) No Loading spaces are required,

(5) Notwithstanding the requirements set forth in Section 102-I19G, aisles providing access to parking spaces shall be twenty-four (24) feet in width.

(6) Parking spaces and parking areas shall be setback a minimum of 75 feet from the property boundary along the Route 537 frontage, and Ofeet from riparian zone buffers, and 15 feet in all other yards.

(7) Parking space dimensions shall be 9 feet by 18 feet.

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(8) Notwithstanding the provisions of §102-?IA, shade trees shall be planted 10 feet from the curb line.

(9) Notwithstanding the requirements set forth in §I02·119A(2), no landscape islands shall be required in the parking areas.

(10) Notwithstanding the provisions *of* §102·99B, a wall may be substituted in lieu of screen planting, except along Route 537.

(11) The main loop road servicing the development shall have a pavement width of28 feet.

G, Landscape buffer. Along the Route 537 frontage a seventy-five (75) foot landscaped buffer shall be provided. The buffer shall be calculated from tbe property line, and may overlap with any county or state buffers. The landscaped bufler shall be planted with an all-season screen consisting of groups of evergreen and deciduous trees staggered in double rows 15 feet on center. Evergreen tree groups shall consist of three to seven evergreen trees (minimum of six feet in height at planting), Deciduous tree groups shall consist of one canopy tree (minimum of 11 feet in height and 2 ½ inches in caliper at planting), and three ornamental trees (minimum of six feet in height, I ¾ inches caliper at planting.) A project identification sign is permitted within the landscaped buffer.

H. Signs.

(I) One monument or freestanding project identification sign at each side of any site entrance along the Route 537 frontage in accordance with the following standards:

i. Signs shall be non-illuminated or externally illuminated.

ii. Signs shall be landscaped and may identify the community project name, developer, and logo.

iii. The maximum sign area containing text and logos shall not exceed 25 square feet for each side of the sign if two-sided.

iv. The maximum sign height, including the structure and sign area, shall not exceed 8 feet above proposed finished grade.

v. The minimum sign setback shall be 10 feet from the public right-of-way.

(2) One (I) wall mounted building identification sign is permitted for each face of a building abutting an internal roadway or parking area. The wall mounted sign shall have a maximum height of 12 feet and a maximum area of 8 s.f. Wall mounted signs may be externally illuminated.

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(3) Ground mounted wayfinding signs shall be permitted to identify specific locations and/or buildings, areas, or recreational facilities. At entrances to these areas, two signs shall be permitted stating the name of the area or facility, as applicable, and no other advertising material. No sign shall exceed 4 square feet in area and 4.5 feet in height.

(4) Street number designation, name plates, lawn signs, postal boxes, on-site directional and parking signs, and signs posting property as "private property," "no hunting," or similar purposes are permitted but shall not exceed an area of two square feet per sign.

(5) Real estate signs and flag signs, the purpose of which is to advertise availability and/or direct the public to the development, are permitted along public streets and intersections, provided that such signs are located outside of any sight triangle easements, do not interfere with vehicle sight lines. Such signs shall comply with the following requirements:

i. There shall be no more than 5 l'eal estate signs and IO flag signs per property being advertised, however, there shall be no more than 5 real estate signs and 10 flag signs along County Route 537.

ii. Signs shall be freestanding and non-illuminated, and may be two sided.

iii. Real estate signs shall not exceed 25 square feet in area, per side, and 8 feet in height above the ground.

iv. Flag signs shall not exceed 60 square feet of area, per side, and shall not exceed 20 feet in height above the ground.

v, The text per each sign shall include the community project name, developer name, logo, and advertising and informational text.

(6) Except as provided for herein, all signs shall be in accordance with the requirements of § 102-106.

(7) Seasonal decorations are permitted in accordance with the requirements of § I02-106C.

(8) Monument and freestanding signs shall be located outside of any sight triangle . easements,

I. Refuse and recyclable material storage. Every multi-family building shall provide a stornge area to accommodate refuse and recyclable materials. The area shall be screened from

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view and enclosed by fencing;, plantings; or other materials that are contextual with the architectural design of the development.

J. Yards.

(I) Notwithstanding the requirements set forth in §102-83C, there is no requirement to provide a yard area for any building.

K. Phased development.

(I) Phased development plans may be considered for residential development projects that include a minimum of 300 rnsidential units and a land area of 35 acres or greater.

SECTION 2. Remainder. Except as hereby amended and supplemented, all other parts of Chapter 102 of the Code of the Township of Colts Neck shall remain in full force and effect.

SECTION 3, Referral to Planning Board. Upon introduction, this Ordinance shall be referred to the Planning Board of the Township of Colts Neck for its review and comment.

SECTION **4, Repealer.** All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflict.

SECTION 5. Severability. ff any Section, part of any Section or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance, The Township Committee of the Township of Colts Neck declares that it would have passed the Ordinance and each Section thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

SECTION 4. Effective Date. This Ordinance shall take effect immediately upon final passage and publication according to law,

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12. Countryside Documentation

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ORDINANCE NO. 2020-15

AN ORDINANCE OF COLTS NECK TOWNSHIP, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 102 OF THE CODE OF COLTS NECK TOWNSHIP ENTITLED "DEVELOPMENT REGULATIONS" AND MORE PARTICULARLY SECTION102-85 A-4, MIXED HOUSING DISTRICT

WHEREAS, the Colts Neck Township Committee desires to amend and supplement Section 102-85, A-4, Mixed Housing District to provide for the construction of an inclusionary development designed to assist the Township in satisfying its fair share housing obligation through construction of affordable units set aside for low and moderate income households pursuant to the Mount Laurel doctrine and laws of New Jersey; and

WHEREAS, the A-4, Mixed Housing District includes, in part, Block 42, Lots 3 and 4 as identified on the Colts Neck Township Tax Map; and

WHEREAS, the Colts Neck Township Committee desires to amend the A-4, Mixed Housing District pursuant to a Settlement of Litigation Agreement between Countryside Developers, Inc. and Colts Neck Township dated March 18, , 2020 in the case captioned In the Matter of the Application of the Township of Colts Neck docketed at MON-L-2234-15.

NOW, THEREFORE, BE IT ORDAINED, by the Colts Neck Township Committee, County of Monmouth, State of New Jersey that Chapter 102 of the Code of Colts Neck Township entitled "Development Regulations" subsection 102-84 "A-4, Mixed Housing District" be amended and supplemented in the following parts only (additions to text indicated by underline; deletions to text indicated by ~~strikeout~~):

SECTION I: That Section 102-85E(4) Bulk and Design Requirements be amended and supplemented in the following parts only

Type	Patios, Atriums and Townhouses, Duplexes and Quadplexes[7] (See §102-98	Garden Apartments (see §102-98)	Detached Single-Family Dwellings[7]
Perimeter Setback	50 feet[12]	85 feet	50 feet
Minimum Side yard[6], [8]	~~20 feet~~ 15 feet	~~20 feet~~ 15 feet	5 feet [10]

Notes:

12 Tract perimeter setback of 50 maybe reduced to 35 feet along the Colts Neck side of the Howell Township municipal boundary as long as the remaining 15 feet is provided by a buffer easement dedicated to Colts Neck Township along the Howell Township side of the boundary. The grantor, its successors and assigns reserve a 24 foot access easement and a 15 foot utility right-of-way easement across the 15 foot buffer easement in Howell Township

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

SECTION III Repealer. The remainder of all other sections and subsections of the aforementioned ordinance not specifically amended by this ordinance shall remain in full force and effect.

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

SECTION V This ordinance shall take effect immediately upon passage, publication and

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filing according to law.

I hereby certify the Ordinance foregoing to be a true copy of an Ordinance introduced by the Township Committee of the Township of Colts Neck on the 12th day of August, 2020. A public hearing will be held on September 9, 2020, 7:30 p.m. Town Hall, 124 Cedar Drive.

Frank Rizzuto, Mayor

Trina Lindsey, Township Clerk

RECORD OF VOTE										
	First Reading					Second Reading				
	August 12, 2020					September 9, 2020				
	M	S	Yes	No	NV	Ab	M	S	Yes	No	NV	Ab
Mayor Rizzuto			X						X			
Deputy Mayor Viola	M		X				M		X			
Bartolomeo	S		X				S		X			
Fitzpatrick			X						X			
Orgo						X			X			

M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent

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SETTLEMENT OF LITIGATION AGREEMENT

This Settlement of Litigation Agreement (the "Agreement") is entered into this _ day of March, 2020, by and between COUNTRYSIDE DEVELOPERS, INC., a corporation of the State of New Jersey with a business address of 76 Stillwell Road, Holmdel, New Jersey ("Countryside"), and the TOWNSHIP OF COLTS NECK, County of Monmouth, State of New Jersey, a municipal corporation of the State of New Jersey with a business address of 124 Cedar Drive, Colts Neck, New Jersey (the "Township"). Collectively, Countryside and the Township shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Countryside is the contract purchaser of approximately 26 contiguous acres of real property generally located on Stone Hill Road in the Township and in the Township of Howell, which property is specifically identified as Block 42, Lot 4 on the Township's Official Tax Map and Block 172, Lot 15 on the Official Tax Map of Howell (collectively, the "Subject Property"); and

WHEREAS, the Subject Property does not presently have access to public sewer or water service;

WHEREAS, the Subject Property is not included in the Sewer Service Area element of Monmouth County's Wastewater Management Plan;

WHEREAS, in order for the Subject Property to obtain public sewer service, the Subject Property would need to be included in Monmouth County's Sewer Service Area and connected to sewer lines owned by Suez Water Company, which Jines are connected to sewer lines owned by the Township of Freehold which flow into sewer lines owned by the Manasquan River Regional

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Sewerage Authority ("MRRSA"), which MRRSA sewer lines flow into sewer lines owned by the Ocean County Utilities Authority ("OCUA"), which entity ultimately treats MRRSA's sewerage;

WHEREAS, in order for the Subject Property to obtain public water service, the Subject Property would need to obtain water service from Suez Water Company, which receives water from the Township of Freehold;

WHEREAS, in order for the Subject Property to obtain public sewer and water service, an expansion of the franchise area of Suez Water Company is required, Suez Water Company currently serves as a sewer and water customer of the Township of Freehold in connection with "The Grande," a development located in the Township across the street from the Subject Property;

WHEREAS, Countryside previously instituted certain litigation against the Township and various other municipal defendants, county defendants and utility authorities in the Superior Court of New Jersey, Law Division, Monmouth County captioned Countryside Developers, Inc. v. Township of Colts Neck, et al., Docket No. MON-L-4028-17 (the "Sewer Litigation"), which litigation was dismissed without prejudice; and

WHEREAS, the Sewer Litigation, among other things, sought to (1) have the Subject Property placed in Monmouth County's Sewer Service Area so that Countryside could obtain the necessary sewer approvals from MRRSA, OCUA, the County of Monmouth, the County of Ocean and/or the State of New Jersey, Department of Environmental Protection; and (2) provide water service for the Subject Property; and

WHEREAS, on October 10, 2018, the Township Committee adopted Resolution No. 2018-142, pursuant to which the Township: (1) endorsed the Subject Property's inclusion in the Sewer Service Area element of Monmouth County's Wastewater Management Plan; and (2)

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authorized the expansion of the franchise area of Suez Water Company to provide sanitary sewer and water service to the Subject Property; and

WHEREAS, on December 12, 2018, Countryside refiled the Sewer Litigation, under Docket No. MON-L-4435-18, against MRRSA, MRRSA's constituent members, and Monmouth County, which litigation is pending; and

WHEREAS, the Township instituted certain litigation now pending in the Superior Court of New Jersey, Law Division, Monmouth County captioned In the Matter of the Application of the Township of Colts Neck, Docket No. MON-L-2234-15 (the **"Declaratory „Judgment Litigation");** and

WHEREAS, the Declaratory Judgment Litigation seeks declaratory relief approving the Township's plan to satisfy its current affordable housing obligation and immunity from builders remedy lawsuits; and

WHEREAS, the Township intends to include the Subject Property as part of its affordable housing compliance plan in connection with the Declaratory Judgment Litigation;

WHEREAS, the Parties, subject to the terms hereot: have agreed that the Subject Property may be permitted to be developed as a multi-family development by the construction of 53 market rate units and 15 affordable units on the Subject Property for a total of 68 units (the **"Proposed Development");** and

WHEREAS, the Parties recognize that the Proposed Development would require the availability of public sewer and water service; and

WHEREAS, the Subject Property is presently zoned as to permit the development of inclusionary, multi-family housing; and

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WHEREAS, the Township has agreed to introduce and place on the Township Council agenda for public hearing and potential adoption an ordinance rezoning the Subject Property so as to provide for permitted uses and bulk standards intended to allow as a permitted use and to facilitate the construction of the Proposed Development generally consistent with the "Concept Plan for Charleston Meadows at Colts Neck, Block 42, Lot 4, Colts Neck Township, Monmouth County, New Jersey" dated September 10, 2018 prepared by Maser Consulting, P.A. (the **"Concept Plan"),** a true copy of which is attached hereto as Exhibit A.

WHEREAS, the Township has agreed to use reasonable efforts and act in good faith and with continuity of purpose to cooperate with Countryside to help facilitate the the provision of public sewer and water service to the Subject Property; and

WHEREAS, the Planning Board of the Township of Colts Neck (the **"Planning Board")** is not a party to this Settlement Agreement, but the Pruties anticipate that the Planning Board will exercise good faith and cooperation towru·d the goal of facilitating the development of the Subject Property in accordance with the Proposed Development pursuant to the terms of this Agreement; and

WHEREAS, in order to amicably resolve all issues in the Declaratory Judgment Litigation and the Sewer Litigation on lhe basis of: (a) the Township's adoption of the Zoning Amendment; **(b)** the Township's agreement to use reasonable efforts and to act in good faith and with continuity of purpose to cooperate with Countryside toward the goal of facilitating the provision of public sewer and water service to the Subject Property; and (c) the Township's agreement to act with good faith and continuity of purpose to advance the approval of Countryside's application for site plan approval on the SuJ:\ject Prope1 1y; and

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WHEREAS, the Paities have reached ail amicable settlement of any and all claims tliat could have been asserted in the Declaratory Judgment Litigation and the Countryside Litigation and desire and intend to memorialize the settlement by the execution of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, TERMS AND CONDITIONS SET FORTH HEREIN, INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

1. RECITALS. The WHEREAS recital paragraphs· hereinabove set forth are incorporated herein by reference.

1.1 **PURPOSE.** The Purpose of this Agreement is to amicably resolve the Declaratory Judgment Litigation and Sewer Litigation consistent with the terms hereof which, in part, are intended to facilitate the approval and construction of the Proposed Development generally consistent with the Concept Plan.

2. **OBLIGATIONS OF THE TOWNSHIP.**

2.1. **Adoption of Zoning Amendment.** Within sixty days (60) days from Court approval of this Agreement after a duly noticed Faimess Hearing is held, the Township shall introduce and place on the Township Council agenda for public hearing and potential adoption an ordinance rezoning the Subject Prope1ty so to provide for permitted uses and bulk standards intended to facilitate the approval and constrnction of the Proposed Development generally consistent with the Concept Plan (the **"Zoning Amendment").** Upon introduction of the Zoning Amendment, the Township shall refer the Zoning Amendment to the Planning Board for review and recommendation. If the Township fails to adopt the Zoning Amendment within one hundred and twenty (120) days from the the execution of this Settlement Agreement, the parties' consent to the Court's jurisdiction to continue to adjudicate the dispute between the parties and the pai·ties

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to this Agreement shall be restored to, *status quo ante,* to their respective positions prior to the execution of this Agreement, and no party shall be entitled to use this Settlement Agreement to the disadvantage of the other in any future litigation.

2.2. **Obligation to Cooperate.** The Township acknowledges that in order for Counl!yside to construct the Proposed Development, Count1yside will be required to obtain approvals and permits from relevant public entities, municipalities and utilities, such as, by way of example only, the Township, the Planning Board, the County of Monmouth, the Monmouth County Planning Board, the New Jersey Department of Environmental Protection ("NJDEP"), the New Jersey Department of Transp01iation, the Soil Conservation District, MRRSA, the constituent municipal members of MRRSA, the County of Ocean, and OCUA (collectively, the **"Required Approvals").** The Township agrees to act in good faith and with continuity of purpose to use reasonable efforts to cooperate with Countryside in its undertakings to obtain the Required Approvals, provided that the taxes on the Subject Property are current.

2.3. **Obligation to Cooperate Regarding Public** Sewe1· **and Water Service,** The Township shall use reasonable efforts and act in good faith and with continuity of purpose to advance the provision of public sewer and water service for the Subject Property by tie-in to existing sewer collection service through Freehold Township Public Works and by tie-in to existing public potable water supply located in Freehold Township (the **"Proposed Connection Locations"),** including but not limited to the following:

(a) The Township shall support and endorse and, if necessary, become a co-applicant on applications made by Countryside to Monmouth County, the NJDEP, MRRSA, any of MRRSA's constituent members, OCUA, Ocean County and/or any other body politic or utility

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authority necessary in order to provide public sewer and water service to the Subject Property by tie-in to the Proposed Connection Locations;

(b) The Township shall endorse and join in any request made by Countryside to MRRSA or any of MRRSA's constituent members regarding the procurement of a sewer allocation sufficient to service the Subject Property and the Proposed Development;

(c) The Township shall endorse and join in any request made by Countryside to the Township of Freehold in connection with the procurement of sewer and water service from the Township of Freehold and/or Suez Water Company so that public sewer and water service may be provided to the Proposed Development by tie-in to the Proposed Connection Locations;

(d) If necessary, the Township shall join, cooperate with and support Countryside in any litigation necessary to procure public sewer and/or water for the Subject Property and the Proposed Development by tie-in to the Proposed Connection Locations, including any litigation against MRRSA, the Township of Freehold, MRRSA's constitutant members, the County of Momnontb, the NJDEP, the County of Ocean, OCUA or any other necessary party, including potentially joing as a patty in the Sewer Litigation. It is understood and agreed by the Parties to the Settlement Agreement that the Township's mle as a party in the Sewer Litigation may, in its reasonable discretion, include relying upon and joining in motions, briefs, pleadings, arguments, etc. that are prepared and/or advanced by Countryside, as well as relying upon Countryside's expert witnesses and reports.

2.4. Concept Pinn.· The Parties have reviewed the Concept Plan, which is attached hereto and made a part hereof as Exhibit A. The Parties find the design of the Proposed Development as represented on the Concept Plan, as a general concept, to be feasible and

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acceptable as well as consistent with the proposed Zoning Amendment to be considered for adoption by the Township.

2.5. **The Planning Board's Obligation to Countryside's Development Applicatio11s.** The Parties understand that the Planning Board is not a party to this Agreement, but the Parties anticipate that the Planning Board will undel1ake all necessary steps required by law and expedite the process for potential approval and permitting of the Proposed Development,

2.5. 1. **Completeness.** Countryside will complete and submit a site plan and/or subdivision application for the Subject Property which shall be reviewed by the Planning Board for purposes of determining completeness, as defined by the Municipal Land Use Law, and compliance with the Zoning Amendment and applicable design standards. The Township will request that the Planning Board consider concluding its completeness determination within thirty (30) days of submission.

2,5 .2. **Decision By the Planning Board.** After the Planning Board determines that the site plan and/or subdivision application is complete, the Planning Board shall schedule the public hearing on the application. The Township will request that the Planning Board consider taking action on the site plan and/or subdivision applicaton within sixty (60) days of the determination of completeness, including, if necessary, providing Countryside with a special meeting exclusively for the review of the development application.

2.5.3. **Obligation to Refrain From Imposing Cost Generative Requirements.** The Planning Board recognizes that any approvals and this Agreement all contemplate the development of an "inclusionary development" within the meaning of the Mount Laurel doctrine, and Countryside shall be entitled to any benefits, protections and obligations afforded to developers of inclusionary developments. The Parties understand that the Planning Board is not a

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party to this Agreement, but it is anticipated that the Planning Board will abide by the spirit and intent of this Agreement and the Mount Laurel doctrine's elimination of cost generative requirements from applications providng for an inclusionary development.

3. **OBLIGATIONS OF COUNTRYSIDE,**

3.1. **Dismissal of the Countryside Litigation as to Colts Neck.** Upon execution and entry by the Court of an Order incorporating and approving this Settlement Agreement, Countryside shall cause the dismissal with prejudice of the Sewer Litigation only as to Colts Neck by filing a Stipulation of Dismissal with Prejudice and Without Costs.

3.2 Obligation To Submit Development Applications Substantially Consistent With the Concept Plan. Countryside shall file and seek Planning Board approval of a site plan and/or subdivision application substantially consistent with the design for the development of the Subject Property as represented in the Concept Plan. In light of the Zoning Amendment, the parties do not contemplate that any substantial waivers and/or variances will be necessary to develop the Subject Property in accordance with the Concept Plan. However, the parties acknowledge that Countryside has not yet engineered the Proposed Development and that upon engineering the Proposed Development and the submission of land development applications, it may become necessary to seek minor waivers, exceptions, variances (except use variances) and/or other relief (such as relief from New Jersey's Residential Site Improvement Standards or the Township's Land Use and Development Ordinance). In such event, the parties acknowledge that Countryside shall be entitled to pursue such minor relief as may be necessary to develop the Subject Property in accordance with the Concept Plan and the Township shall recommend that the Planning Board grant such relief pursuant to N.J.A.C. 5:93-10.1 and N.J.A.C. 5:97-IOJ(b). All affordable units in the Concept Plan shall comply with New Jersey's Uniform Housing Affordability Controls,

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applicable Council on Affordable Housing Regulations and the Fair Housing Act, and all other applicable law, including a requirement that thirteen percent (13%) oft4e affordable units within each bedroom distribution shall be affordable to very low income households; thirty-seven percent (37%) of the affordable units shall be affordable to low income households; and the remaining fifty percent (50%) of the affordable units shall be affordable to moderate income households, All affordable units shall be deed restricted for a period of at least thirty (30) years from the date of the initial occupancy of each affordable unit, unless and until the Township decides, in its sole discretion, to release the controls on affordability,

4. MUTUAL GOOD FAITH, COOPERATION AND ASSISTANCE. The Parties shall exercise good faith, cooperate and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the approval of this A&,reement by the Superior Court, the site plan approval for the Subject Property and the defense of any challenge with regard to any of the foregoing.

5. FAIRNESS HEARING. This Agreement is subject to Court approval following a properly noticed "Fairness Hearing." The terms set forth in this Agreement shall become effective upon approval thereof by the Court following such Fairness Hearing.

6, PAYMENT OF FEES TO FAIR SHARE HOUSING CENTER. Countryside shall make a one-time payment to the Fair Share Housing Center ("FSHC") in the amount of $7,500, representing Countryside's contribution to the attorney's fees and costs assessed to the Township by FSHC, and as referenced in paragraph 23 of the Township's executed settlement agreement with FSHC (the "Payment"). The Payment is due within thirty (30) days of the Court's Approval of this Agreement. The Township will reimburse Countryside for the Payment if the Township is in. default of its obligations in this Agreement and after receiving written notice of

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being in default, fails to cure the default after having a reasonable opportunity to cure the default within forty-five (45) days or such reasonable period of time as may be appropriate to take actions to cure the default in compliance with the laws of the State of New Jersey.

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

8. **SUCCESSORS BOUND.** The provisions of this Agreement and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the parties, their successors and assigns, including any person, corporation, partnership, or other legal entity which at any particular time may have an interest in any of the provisions which are the subject of this Agreement.

9. **GOVERNING LAW.** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

10. **NO MODIFICATION.** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the parties hereto.

I I. **COUNTERPARTS.** 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.

12. **VOLUNTARY AGREEMENT.** 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 possesses the authority to sign the Agreement, that this

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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.

13. PREPARATION. 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 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.

14. EXHIBITS. Any and all exhibits annexed to this Agreement are hereby made a part of this Agreement.

15. ENTIRE AGREEMENT. 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.

16. NOTICES. All notice, demands or other communication required under this Agreement by either party to the other shall be considered given and delivered if it is dispatached by Certified Mail, Return Receipt Requested or by a recognized overnight or by a personal carrier. All notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to the change as to the person(s) to be notified and/or their respective addresses upon ten (IO) days' notice as provided herein:

To Countryside:

Countryside Developers, Inc.
76 Stillwell Road
Holmdel, NJ 07733
Attn.: Terry Sherman

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With a copy to counsel for Countryside:
Bryan D. Plecker, Esq.
Hutt & Shimanowitz, P.C.
459 Amboy Avenue
Woodbridge, NJ 07095

To the Township:

Township of Colts Neck
124 Cedar Drive
Colts Neck, NJ 07722
Attn.: Borough Administrator

With a copy to counsel for the Township:
Ronald L. Israel, Esq.
Chiesa Shahinian & Giantomasi, P.C.
One Boland Drive
West Orange, NJ 07052

IN WITNESS WHEREOF, Countryside and the Township have caused this Agreement to be properly executed, witnessed and/or attested this __ day of____ , 2020.

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COUNTRYSIDE DEVELOPERS, INC.

Witness: ----------

By_____

Dated:

TOWNSHIP OF COLTS NECK

Witness: _____

By _____

Dated: 3/18/20

EXHIBIT A - CONCEPT PLAN

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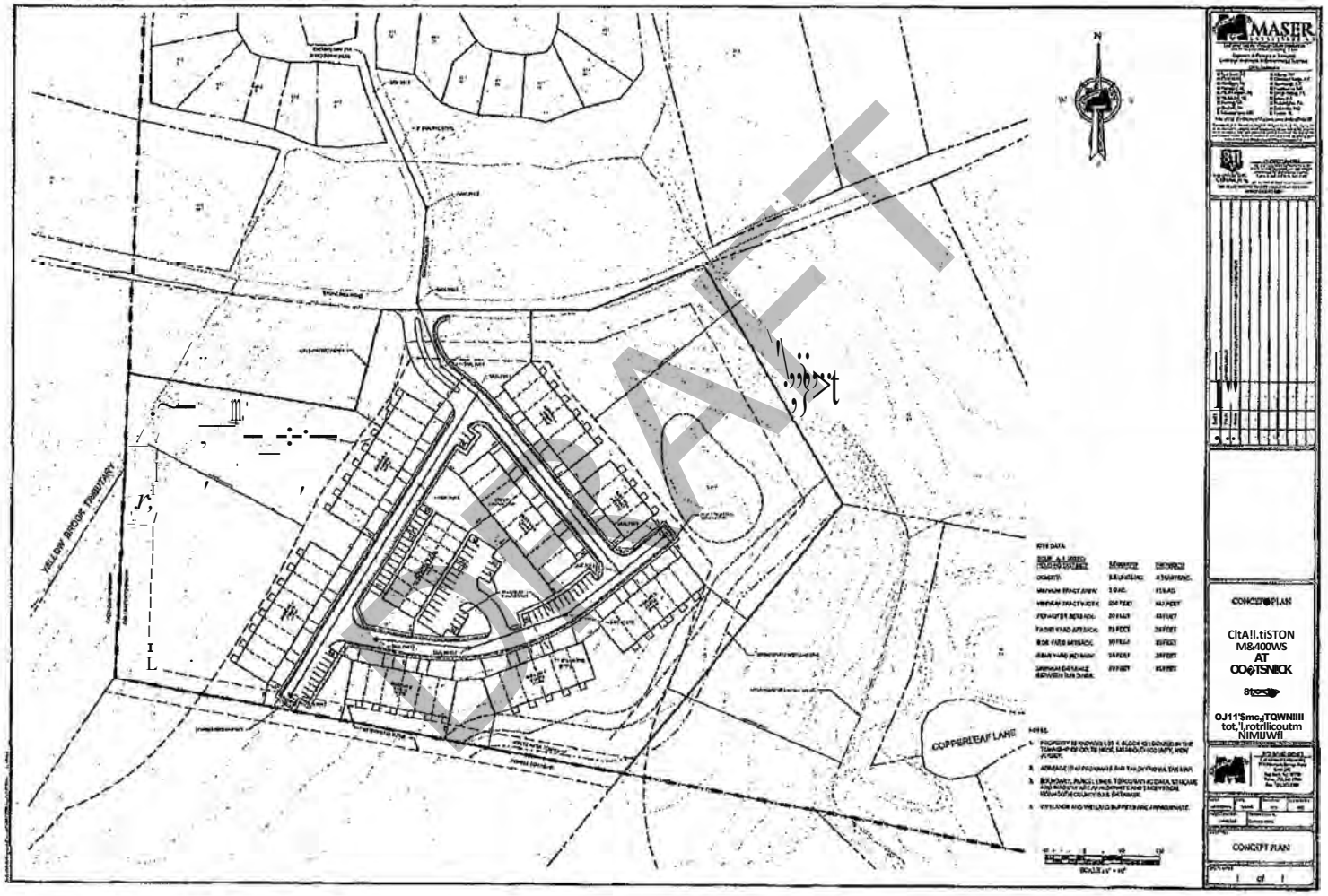

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13. Administration Documentation

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TOWNSHIP OF COLTS NECK

ORDINANCE NO. ___

AN ORDINANCE CREATING CHAPTER 135 "AFFORDABLE HOUSING"

WHEREAS, the Settlement Agreement requires that the Township update its affordable housing regulations to be consistent with the terms of Settlement Agreement, as well as with the Uniform Housing Affordability Control rules (N.J.A.C. 5:80-26.1), COAH's substantive rules (N.J.A.C. 5:93), and the Fair Housing Act (N.J.S.A. 52:27D-301. et seq.); and

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Township of Colts Neck, in the County of Monmouth and State of New Jersey as follows:

Section I. Chapter 135, "Affordable Housing", Article 1 Affirmative Marking, is repealed and replaced with the following.
Additions are shown as **thus***; deletions are shown as* ~~**thus.**~~

§ 135-1 Affordable Housing Obligation: General Program Purposes, Procedures

a. This section of the Township Code sets forth regulations regarding the low and moderate income housing units in the Township consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing", N.J.A.C. 5:93 et seq., the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et seq., except where modified by the requirements for very-low income housing as established in P.L. 2008, c.46 (the "Roberts Bill", codified at N.J.S.A. 52:27D-329.1, such that the statutory requirement to provide very-low income units equal to 13% of affordable units approved and constructed after July 17, 2008, to be affordable to households at 30% of the regional median income, overrides the UHAC requirement that 10% of all low- and moderate-income units must be affordable at 35% of the regional median income, and the Township's constitutional obligation to provide a fair share of affordable housing for low and moderate income households.

b. This Ordinance is intended to assure that very-low, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very-low, low- and moderate-income households shall occupy these units. This Ordinance shall apply to all inclusionary developments and 100% affordable developments (including those funded with low-income housing tax credit financing) except where inconsistent with applicable law.

c. The Colts Neck Township 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 Plan has also been endorsed by the Mayor and Council of the Township of Colts Neck. The Fair Share Plan describes the ways the Township shall address its fair share for low- and moderate-income housing as determined by the Superior Court and documented in the Housing Element.

§ 501.2 Definitions. As used herein the following terms shall have the following meanings: Act

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

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 the administration of affordable units in accordance with this ordinance, *N.J.A.C.* 5:91, *N.J.A.C.* 5:93 and *N.J.A.C.* 5:80-26.1 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 in *N.J.A.C.* 5:93-7.4; 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 of which all or a portion of which consists of restricted units.

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

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, credited pursuant to *N.J.A.C.* 5:93, and/or funded through an affordable housing trust fund.

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% of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary

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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 arrangement includes, but is not limited to: transitional facilities for the homeless, Class A, B, C, D, and E boarding homes as regulated by the 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, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (*N.J.S.A.* 52:27D-301 et seq.).

DCA
The State of New Jersey Department of Community Affairs.

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.

Development Fee
Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8.

Equalized Assessed Value
The assessed value of a property divided by the current average ratio of assessed to true value

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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 (N.J.S.A. 54:1-35a through 54:1-35c).

Fair Share Plan
The plan that describes the mechanisms, strategies and the funding sources, if any, by which the Township proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of N.J.A.C. 5:93-5.

Housing Element
The portion of the Township's Master Plan, required by the Municipal Land Use Law ("MLUL"), N.J.S.A. 40:55D-28b(3) and the Act, that includes the information required by N.J.A.C. 5:93-5.1 and establishes the Township's fair share obligation.

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 and the creation of new affordable units through the reconstruction of a vacant residential structure.

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

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

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 county, as adopted annually by COAH or approved by the NJ Superior Court.

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

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

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

Random selection process
A process by which currently income-eligible households are selected for placement in

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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% of the regional median as defined by adopted/approved Regional Income Limits.

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 UHORP or MONI.

Special master
An expert appointed by a judge to make sure that judicial orders are followed. A master's function is essentially investigative, compiling evidence or documents to inform some future action by the court.

UHAC
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% or less of the median household income.

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

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§ 135-2 Administration of Affordable Units. The following requirements shall apply to all new or planned developments that contain low- and moderate- income housing units.

a. Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low and moderate income units whether developed in a single phase development, or in a multi-phase development:

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

b. Design. In inclusionary developments, low- and moderate- income units shall be integrated with the market units.

c. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.

d. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

1. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.

2. In each affordable housing development, the total number of units and within each bedroom distribution shall have at least 50% of the restricted units for low-income households, with at least 13% affordable to very-low-income households.

3. 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 20% of the total low- and moderate-income units;

   (b) At least 30% of all low- and moderate-income units shall be two bedroom units;

   (c) At least 20% of all low- and moderate-income 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.

4. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and

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moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

e. Accessibility Requirements:

1. The first floor of all new restricted townhouse dwelling units and all restricted multistory dwelling units attached to at least one (1) other dwelling unit shall be subject to the technical design standards of the Barrier Free Subcode, *N.J.A.C.* 5:23-7.

(b) All restricted townhouse dwelling units and all restricted multistory dwelling units attached to at least one (1) 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;

(1) 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 Township has collected funds from the developer sufficient to make 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 Township of Colts Neck's affordable housing trust fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.

(3) The funds deposited under paragraph (2) herein, shall be used by the Township 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.

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(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 Township of Colts Neck.

(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 Township of Colts Neck's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.

(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.

f. Maximum Rents and Sales Prices.

1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and by the Superior Court, utilizing the regional income limits established.

2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 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.

(a) At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.

4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 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.

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5. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:

   (a) A studio or efficiency unit 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, the following standards shall be met:

   (a) A studio or efficiency unit 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 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 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 30% of the eligible monthly income of the appropriate household size as determined under *N.J.A.C.* 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of *N.J.A.C.* 5:80-26.3, as may be amended and supplemented.

9. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price

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established by the administrative agent be lower than the last recorded purchase price.

Income limits for all units for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

(a) Regional income limits shall be established for the Region 4 based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in Region 4. 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 calculated each year shall be the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the relevant fiscal year, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

(c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

10. The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low

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income housing tax credits.

11. 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.

g. Condominium and Homeowners Association Fees.

1. For any affordable housing unit that is part of a condominium association and/or homeowner's association, the Master Deed shall reflect that the association fee assessed for each affordable housing unit shall be established at 100% of the market rate fee.

h. Affordable Unit Controls and Requirements

1. The requirements of this section apply to all developments that contain affordable housing units, including any currently unanticipated future developments that will provide low- and moderate- income housing units.

i. Affirmative Marketing.

1. The Township shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

2. The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 4 and covers the period of deed restriction.

3. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 4, comprised of Mercer, Monmouth and Ocean Counties.

4. The Administrative Agent designated by the Township shall assure the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.

5. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Supportive Housing Association, and the Trenton, Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch Branches of the NAACP, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan,

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provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

5. 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.

6. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.

7. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township of Colts Neck.

j. Occupancy Standards.

1. 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:

(a) Provide an occupant for each bedroom;

(b) Provide separate bedrooms for parents and children;

(c) Provide children of different sexes with separate bedrooms; and

(d) Prevent more than two persons from occupying a single bedroom.

2. Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

k. Selection of Occupants of Affordable Housing Units.

1. The administrative agent shall use a random selection process to select occupants of low- and moderate- income housing.

2. A waiting list of all eligible candidates will be maintained in accordance with the provisions of N.J.A.C. 5:80-26 et seq.

l. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

1. Control periods for restricted ownership units shall be in accordance with *N.J.A.C.* 5:80-26.5, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years, until the municipality takes action to release the controls on affordability.

2. Rehabilitated owner-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.

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3. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

4. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

5. 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.

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

1. 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:

2. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

3. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

4. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.

5. 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.

n. Buyer Income Eligibility.

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income.

2. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33% of the

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household's certified monthly income.

o. Limitations on indebtedness secured by ownership unit; subordination.

1. 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.

2. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% 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).

p. Control Periods for Restricted Rental Units.

1. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, and each restricted rental unit shall remain subject to the controls on affordability for a period of at least 30 years, until the municipality takes action to release the controls on affordability.

(a) Restricted rental units created as part of developments receiving nine percent (9%) Low Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period.

2. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.

3. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Monmouth. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

4. A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:

(a) Sublease or assignment of the lease of the unit;

(b) Sale or other voluntary transfer of the ownership of the unit; or

(c) The entry and enforcement of any judgment of foreclosure.

q. Price Restrictions for Rental Units; Leases.

1. 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

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copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

2. 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.

3. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

r. Tenant Income Eligibility.

1. 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:

(a) Very-low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.

(b) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.

(c) Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.

2. 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% (40% 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:

(a) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

(b) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

(c) The household is currently in substandard or overcrowded living conditions;

(d) The household documents the existence of assets with which the household proposes to supplement the rent payments; or

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(e) 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.

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

s. Conversions.

1. Each affordable housing unit created through the conversion of a non-residential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

t. Alternative Living Arrangements.

1. 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:

(a) 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;

(b) Affordability average and bedroom distribution (N.J.A.C. 5:80- 26.3).

2. 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, unless an alternative commitment is approved by the Court.

3. 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.

§ 135-3 Municipal Housing Liaison.

a. The position of Municipal Housing Liaison for the Township of Colts Neck is hereby established. The Municipal Housing Liaison shall be appointed by duly adopted resolution of the Township Mayor and Council and be subject to the approval by the Superior Court.

b. The Municipal Housing Liaison must be either a full-time or part-time employee of the Township of Colts Neck.

c. The Municipal Housing Liaison must meet the requirements for qualifications, including initial and periodic training found in *N.J.A.C.* 5:93.

d. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Colts Neck, including the

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following responsibilities which may not be contracted out to the Administrative Agent:

1. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

2. The implementation of the Affirmative Marketing Plan and affordability controls.

3. When applicable, supervising any contracting Administrative Agent.

4. Monitoring the status of all restricted units in the Township of Colts Neck's Fair Share Plan;

5. Compiling, verifying and submitting annual reports as required by the Superior Court;

6. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and

7. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.

§ 135-4 Administrative Agent.

a. The Township shall designate by resolution of the Township Mayor and Council, , one or more Administrative Agents to administer newly constructed affordable units in accordance with *N.J.A.C.* 5:93 and UHAC.

b. Developers of affordable housing units shall utilize the Township's appointed administrative agent for the administration of affordable units, unless specifically authorized to do otherwise by the Township Mayor and Council or Planning or Zoning Board. All administration costs, including those of the administrative agent, shall be paid by the developer.

c. An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Superior Court. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).

d. The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in *N.J.A.C.* 5:80-26.14, 16 and 18 thereof, which includes:

1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;

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2. Affirmative Marketing;

3. Household Certification;

4. Affordability Controls;

5. Records retention;

6. Resale and re-rental;

7. Processing requests from unit owners; and

8. Enforcement, although the ultimate responsibility for retaining controls on the units rests with the municipality.

9. The Administrative Agent shall, as delegated by the Township Mayor and Council, have the authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

§ 135-5 Enforcement of Affordable Housing Regulations.

a. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

b. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. The municipality may file a court action pursuant to *N.J.S.A.* 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:

(a) A fine of not more than $500.00 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 low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Colts Neck Affordable Housing Trust Fund of

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the gross amount of rent illegally collected;

(c) In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.

c. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

d. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

e. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

f. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy

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the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

g. Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

h. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

§ 135-6 Appeals. Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the Township.

Section II. ***Severability***

If any section, part of any section, or clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this ordinance. The governing body of the Township of Colts Neck declares that it would have passed the ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section III. ***Effective Date.***

This ordinance shall take effect immediately upon passage and publication according to law.

DRAFT

APPROVED: _____

Mayor

ATTEST: _____

Township Clerk

Introduced:

Adopted:

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TOWNSHIP OF COLTS NECK
RESOLUTION NO. 2020-

RESOLUTION OF THE COMMITTEE OF THE TOWNSHIP OF COLTS NECK ADOPTING AN "AFFIRMATIVE MARKETING PLAN" FOR THE TOWNSHIP OF COLTS NECK

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 an Amended Settlement Agreement between the Township of Colts Neck and Fair Share Housing Center ("FSHC"), which was entered into as part of the Township's Declaratory Judgment action entitled In the Matter of the Application of the Township of Colts Neck, County of Monmouth, Docket No. MON-L-5604-05, 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 Township of Colts Neck 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 4, the COAH Housing Region encompassing the Township of Colts Neck.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Committee of the Township of Colts Neck, County of Monmouth, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

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Affirmative Marketing Plan

A. All affordable housing units in the Township of Colts Neck shall be marketed in accordance with the provisions herein.

B. The Township of Colts Neck has a plan to address both its Prior Round Obligation (1987-1999) and its Third Round Obligation (1999-2025). This Affirmative Marketing Plan shall apply to all developments that contain or will contain very low, low and moderate income units, including those that are part of the Township's Housing Element and Fair Share Plan, and those that may be constructed in future developments not yet anticipated by the Housing Element and Fair Share Plan.

C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the Township of Colts Neck, 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 Township 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 Township of Colts Neck or on behalf of a specific developer, shall undertake, at the 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 other sources listed below.

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 the COAH Housing Region in which the municipality is located and covers the entire period of the deed restriction for each restricted housing unit. The Township of Colts Neck is located in COAH Housing Region 4, consisting of Mercer, Monmouth and Ocean Counties.

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 *Asbury Park Press.*

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

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the Administrative Agent. All press releases and advertisements shall be approved in advance by the Administrative Agent.

3. All newspaper articles, announcements, and requests for applications for very low, low- and moderate-income units shall also be posted on the New Jersey Housing Resource Center's website (www.njhrc.gov).

4. 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;

   h. Application fees.

5. Newspaper articles, announcements and information on where to request applications for very low, low and moderate income housing shall appear at least once a week for four consecutive weeks in at least three locally oriented newspapers serving the housing region, one of which shall be circulated primarily in Monmouth County and the other two of which shall be circulated primarily outside of Monmouth County but within the housing region.

6. The regional cable television stations or regional radio stations identified by COAH for Region 4 in COAH's "Affirmative Housing Marketing Plan for Affordable Housing in Region 4", which is attached hereto as Exhibit A, 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 Township 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. Colts Neck Municipal Building

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2. Colts Neck Township Web Site

3. Colts Neck Library

4. Developer's Sales/Rental Offices

5. Mercer County Administration Building

6. Monmouth County Administration Building

7. Ocean County Administration Building

8. Mercer County Library (all branches).

9. Monmouth County Library (all branches)

11. Ocean County Library (all branches)

Applications shall be mailed by the Township'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 available at the developer's sales/rental office and multiple copies of application forms shall be mailed to Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002); the New Jersey State Conference of the NAACP; the Latino Action Network (P.O. Box 943, Freehold, NJ 07728); STEPS, OCEAN, Inc.; the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, and Trenton branches of the NAACP; and the Supportive Housing Association for dissemination to their respective constituents.

I. The Township's Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in Mercer, Monmouth and Ocean 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 identified in Exhibit A, Part III, Marketing, Section 3e.

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:

   Mercer County Board of Realtors
   Monmouth County Board of Realtors
   Ocean County Board of Realtors

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

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administrators of each of the following agencies within the Counties of Mercer, Monmouth and Ocean:

Welfare or Social Service Board (via the Director)
Rental Assistance Office (local office of DCA)
Office on Aging
Housing Authority (municipal or county)
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, as listed on Attachment A, Part III, Marketing, Section 3e.

4. In addition, specific notification of the availability of affordable housing units in Colts Neck (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); the New Jersey State Conference of the NAACP; the Latino Action Network (P.O. Box 943, Freehold, NJ 07728); STEPS, OCEAN, Inc.; the Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch, and Trenton branches of the NAACP; and the Supportive Housing Association.

J. A random selection method to select occupants of very low, low- and moderate-income housing will be used by the Township's Administrative Agent, or the Administrative Agent of any specific developer, in conformance with N.J.A.C. 5:80-26.16 (l). This Affirmative Marketing Plan provides a regional preference for very low, low and moderate income households that live and/or work in COAH Housing Region 4, which is comprised of Mercer, Monmouth and Ocean Counties. 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 also be exercised, provided an agreement to this effect has been executed between the developer or landlord and the Township prior to the affirmative marketing of the units.

K. The Township'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 Township's Administrative Agent, or the Administrative Agent of any specific

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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 Township's Administrative Agent.

N. The Township'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 Township officials and professionals are authorized to take all actions required to implement the terms of this Resolution and attached Exhibit A.

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

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_____
Mayor, Township of Colts Neck

I, _____, Township Clerk of the Township of Colts Neck, do hereby certify that the above is a true copy of a resolution adopted by the Township Committee at a meeting held on _____, 2020.

_____
Township Clerk, Township of Colts Neck

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 4)**

I. APPLICANT AND PROJECT INFORMATION
(Complete Section I individually for all developments or programs within the municipality)

1a. Administrative Agent Name, Address, Phone Number	1b. Development or Program Name, Address **Colts Neck Township Affordable Housing**	
1c. Number of Affordable Units: **All Units** Number of Rental Units: Number of For-Sale Units:	1d. Price or Rental Range From: **TBD** To: **TBD**	1e. State and Federal Funding Sources (if any) **N/A**
1f. ☐ Age Restricted ☐ Non-Age Restricted	1g. Approximate Starting Dates Advertising: **Ongoing/Unit Turn over** Occupancy: **Varies**	
1h. County **Mercer, Monmouth, Ocean**	1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number		
1k. Application Fees (if any): **N/A**		

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

2. Describe the random selection process that will be used once applications are received.

All eligible applicants will be placed on a waiting list. Once the application submission period has passed, the date and time of a randomized applicant lottery will be determined. All applicants will be notified of the scheduled lottery, and may attend and view the lottery procedure. Once the lottery has concluded, the certification process and verification that each applicant meets the program's qualifications will proceed.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic) X Black (non-Hispanic) X Hispanic ☐ American Indian or Alaskan Native

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☐ Asian or Pacific Islander ☐ Other group:

3b. **HOUSING RESOURCE CENTER** (www.njhousing.gov) A free, online listing of affordable housing X

3c. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS PARTIAL HOUSING REGION 4			
Newspaper			
X	As Needed	Trenton Times	Mercer
X	As Needed	Asbury Park Press	Monmouth, Ocean
X	As Needed	Ocean County Observer	Ocean
X	As Needed	The Coast Star	Monmouth, Ocean

	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL HOUSING REGION 4			
X	As Needed	Cablevision of Hamilton	Partial Mercer, Monmouth
X	As Needed	Comcast of Garden State, Long Beach Island, Ocean County, Toms River	Partial Ocean

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)

TARGETS PARTIAL HOUSING REGION 4				
Weekly				
X	As Needed	El Hispano	Mercer County area	Spanish-Language
X	As Needed	Latinos Unidos	Monmouth and Ocean County areas	Spanish-Language

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
Mercer County			
X	Mailing Outreach	Mercer County Board of Education	1075 Old Trenton Rd, Trenton, NJ
X	Mailing Outreach	Medical Center at Princeton	253 Witherspoon St, Princeton, NJ
X	Mailing Outreach	Coca-Cola Foods	480 Mercer St, Hightstown, NJ
X	Mailing Outreach	Merrill Lynch	410 Scotch Rd, Hopewell, NJ
X	Mailing Outreach	Gaum. Inc.	1080 US Highway 130, Robbinsville, NJ
Monmouth County			
X	Mailing Outreach	Meridian Health System	1350 Campus Parkway Neptune

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X	Mailing Outreach	County of Monmouth Hall of Records	1 East Main Street Freehold
X	Mailing Outreach	Central State Healthcare Systems	West Main Street Freehold
X	Mailing Outreach	Monmouth Medical Center	300 Second Ave Long Branch
X	Mailing Outreach	Horizon Blue Cross Blue Shield	1427 Wyckoff Road Farmingdale, NJ

Ocean County			
X	Mailing Outreach	Saint Barnabas Health Care System	300 2nd Ave Long Branch, NJ 07740
X	Mailing Outreach	Six Flags Theme Parks Inc	Route 537 Jackson, NJ 08527
X	Mailing Outreach	Meridian Health Care System	415 Jack Martin Blvd, Brick, NJ

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)

Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
CAA County Shelter	Monmouth County	Homeless Adults	As needed
Monmouth County Social Svcs	Monmouth County	Families & Children	As needed
180 Turning Lives Around	Monmouth County	Families & Children	As needed
Family Promise	Monmouth County	Homeless Families	As needed
Mercer County Social Svcs	Mercer County	Families & Children	As needed
Rescue Mission of Trenton	Mercer County	Homeless Adults	As needed
Mercer Alliance to End Homelessness	Mercer County	Homeless Adults/Families	As needed
Home Front	Mercer County	Homeless Adults/Families	As needed
Catholic Charities	Mercer County	Homeless Adults/Families	As needed
Interfaith Hospitality Network	Ocean County	Homeless Adults/Families	As needed
Ocean County Social Svcs	Ocean County	Families & Children	As needed
Good Samaritan House	Ocean County	Homeless Men	As needed
Vetwork	Ocean County	Homeless Veterans	As needed

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IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)

	BUILDING	LOCATION
X	Mercer County Library Headquarters	2751 Brunswick Pike, Lawrenceville, NJ 08648
X	Monmouth County Headquarters Library	125 Symmes Drive, Manalapan, NJ 07726
X	Ocean County Library	101 Washington Street, Toms River, NJ 08753

4b. Municipality in which the units are located (list municipal building and municipal library, address)

Colts Neck Township – 124 Cedar Drive, Colts Neck NJ 07722
Colts Neck Library – 1 Winthrop Drive, Colts Neck 07722

4c. Sales/Rental Office for units (if applicable)

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).

Name (Type or Print)

Title/Municipality

Signature

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Operating Manual for Rental Affordable Units
Township of Colts Neck, Monmouth County

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October 2020

RENTAL OPERATING MANUAL CHECKLIST
Minimum Standards

At a minimum the Rental Operating Manual must clearly describe the procedures and policies for the following:

	Affordable Housing Program & Opportunities
☐	Identify where Housing Element & Fair Share Plan can be viewed.
☐	Identify local Affordable Housing Programs & Affordability Assistance Programs
☐	Include overview of local rental process
☐	**Affirmative Marketing**
☐	Approved Affirmative Marketing Plan included
☐	How will new rental units be marketed?
☐	How will re-rentals be marketed?
☐	Will there be a regional preference?
☐	Who will implement marketing new rental units and re-rentals?
☐	Prepare sample marketing materials, including a sample display ad and Public Service Announcements
☐	**Random Selection & Applicant Pool**
☐	What level of verification will be completed before the lottery process – pre-application or full applications?
☐	Will the pool of applicants be randomized each time a unit is available?
☐	Will there be categories of applicant pools?
	Matching Households to Available Units
☐	How will households be matched to available units? Will there be categories of applicant pools?
☐	**Household Certification**
☐	Standards for reviewing applicant household eligibility and certifying applicant households
☐	Verification documentation required
☐	Eligible Income/Ineligible Income
☐	Maximum Monthly Payment
☐	Housing Counseling
☐	Basis for Dismissing Applications
☐	Appeals
☐	**Determining Affordable Rents**
☐	Development Considerations and Compliance Issues
☐	Determining Initial Rents
☐	Determining Rent Increases
☐	**Application Fees**
☐	**Violations, Defaults and Remedies**
☐	**Maintenance of Records**
☐	List documents to be filed
☐	Monitoring information required

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B. COAH Annual Regional Income Limits Chart
C. Affirmative Marketing Plan
D. List of HUD-Certified Housing Counseling Agencies
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INTRODUCTION

This Operating Manual has been prepared to assist in the administration of rental units in the Township of Colts Neck Affordable Housing Program. It will serve as a guide to the program staff.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the initial rental process and in the re-rental process. It describes the eligibility requirements for participation in the program, record keeping and overall program administration.

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws[1], the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq.[2], the substantive rules of the Council on Affordable Housing N.J.A.C. 5:96[3] and 5:97[4]and the affordable housing regulations of the Township of Colts Neck (hereafter referred to as the "Regulations").

In accordance with the Federal Fair Housing Act and Equal Opportunities laws it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status.

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WHAT IS AFFORDABLE HOUSING?

Affordable housing, unlike market rate housing, has affordability controls limiting the price for at least 30 years. COAH considers housing "affordable" if the household pays approximately 28% or less of the household's gross income on housing costs. Affordable housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the affordable housing is located.

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[1] http://www.hud.gov/offices/fheo/FHLaws/index.cfm

[2] http://www.nj.gov/dca/affiliates/coah/regulations/uhac.html

[3] http://www.nj.gov/dca/affiliates/coah/regulations/thirdroundregs/596.pdf

[4]http://www.nj.gov/dca/affiliates/coah/regulations/thirdroundregs/597.pdf

WHO QUALIFIES FOR AFFORDABLE HOUSING?

In order to be eligible for affordable housing in New Jersey, a household's income must be below the income limit for the region in which the affordable housing is located, either for low or moderate levels. A moderate-income household is classified as earning between 50 percent and 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income. COAH has included a new category for very low-income households, which are classified as earning less than 30 percent of area median income. Municipalities are not required to provide affordable housing to very low-income households; however, at least 10 percent of all affordable rental units must be affordable to households earning 35 percent or less of median income.

The six COAH housing regions are as follows:

Regions	Counties
1	Bergen, Hudson, Passaic, Sussex
2	Essex, Morris, Union, Warren
3	Hunterdon, Middlesex, Somerset
4	Mercer, Monmouth, Ocean
5	Burlington, Camden, Gloucester
6	Atlantic, Cape May, Cumberland, Salem

The COAH Regional Income Limits Chart (Appendix B) provides information about income limits for each of COAH's six housing regions. Each region has different calculated median incomes, which are adjusted annually.

An applicant does not have to currently live in the region in which the applicant is interested in applying for an affordable unit. An applicant's income qualification is determined by the Region Income Limits for where the applicant wants to live.

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LOCAL AFFORDABLE HOUSING PROGRAMS AND OPPORTUNITIES

The following affordable housing programs and opportunities are available in the Township of Colts Neck*:*

Project Name	Location	Sale/Rental
Ridgecrest Apartments	7-11 Ridge Road	Rental
Woodside Gardens	46-50 Leonard Place	Sale
Broadway Condominiums	308-316 South Broad Street	Sale
234 South Broad St.	234 South Broad Street	Rental

Project Name	Location	Sale/Rental
KS Broad	76 & 80 Chestnut Street/ 25-27 Franklin Ave.	Rental
257 Colts Neck Avenue	253-257 E. Colts Neck Ave.	Rental
Colts Neck Dayton	100-152 South Broad Street	Rental
Two Forty Associates	150-174 Chestnut Street	Rental

A copy of the Township of Colts Neck Housing Element and Fair Share Plan is available at the Municipal Clerk's office.

OTHER AFFORDABLE HOUSING PROGRAMS AND OPPORTUNITIES

Affordable housing is administered by a wide variety of organizations and agencies. COAH does not administer affordable housing but links to affordable housing resources can be found on COAH's website at http://www.nj.gov/dca/affiliates/coah/resources/looking.html.

Individuals interested in applying for affordable housing should contact the Municipal Housing Liaison in the municipality in which they are interested in living. Each municipality under COAH's jurisdiction has a Municipal Housing Liaison who is responsible for administering the municipality's affordable housing program. Some municipalities administer their own affordable housing and have their own application process. If not, the Municipal Housing Liaison can direct applicants to developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality. A list of Municipal Housing Liaisons can be found at http://www.nj.gov/dca/affiliates/coah/resources/muniliaisons.pdf.

The New Jersey Housing and Mortgage Finance Agency has established New Jersey's Housing Resource Center, an on-line, searchable database of affordable housing in the State. The Housing Resource Center provides a listing posted by developers, landlords, and municipalities of available affordable housing. Available units are listed with contact and application information. Look for the Housing Resource Center at www.njhousing.gov.

The New Jersey Guide to Affordable Housing, which can be found at http://www.nj.gov/dca/codes/affdhousing/affdhsgguide/index2.shtml, is a listing compiled by the New Jersey Department of Community Affairs Division of Codes and Standards. It lists all types of affordable housing by county. The housing units on the list have a variety of qualification requirements, including age-restricted housing and housing for the developmentally disabled.

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Applicants who do not have access to the Internet should call 211 for assistance

FAIR HOUSING AND EQUAL HOUSING OPPORTUNITIES

It is unlawful to discriminate against any person making application to buy or rent a home with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or http://www.state.nj.us/lps/dcr/index.html.

OVERVIEW OF THE AFFORDABLE HOUSING ADMINISTRATION PROCESS

- The Municipal Housing Liaison serves as an initial point of contact for unsolicited calls to the municipality about affordable housing and where appropriate directs applicants to an Administrative Agent, who may be developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality.

- The Administrative Agent implements the municipality's Affirmative Marketing Plan.

- The Administrative Agent serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and sends out pre-applications to interested callers.

- The Administrative Agent, the developer or the affordable housing sponsor will accept these returned pre-applications for a specific period of time, for example, 30 to 90 days. At the end of this time period, all applications will go to the Administrative Agent where these applications will be randomly selected, through a lottery, to create a pool of applicants.

- The Administrative Agent pre-qualifies applicants in the applicant pool for income eligibility and sends either a rejection letter to those over income or a preliminary approval letter to those who appear income-eligible.

- When a unit becomes available, the Administrative Agent will interview the applicant households and proceed with the income qualification process.

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- The Administrative Agent must notify applicant households in writing of certification or denial within 20 days of the determination.

- Once certified, households are further screened to match household size to bedroom size.

- Certified households that are approved for a rental affordable housing unit will sign a Disclosure Statement (Appendix K) and any other applicable documents, which are held in the applicant file. Applicants then make an appointment with the leasing agent. Applicant households seeking rental units proceed with a credit check, which is generally conducted by the developer, affordable housing sponsor or landlord. If approved, the applicant will sign the lease, pay the first month's rent and the security deposit and receive the keys.

- The certified household moves into the affordable rental unit.

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ROLES AND RESPONSIBILITIES

Responsibilities of the Municipal Housing Liaison

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Municipal Attorney, where appropriate (see **Responsibilities of the Municipal Attorney**). The primary purpose of the Municipal Housing Liaison is to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the Municipal Housing Liaison include the following duties, and may include the responsibilities for providing administrative services as described in the next Section under, **Responsibilities of an Administrative Agent.**

Monitor the status of all restricted units in the municipality's Fair Share Plan. Regardless of any arrangements the municipality may have with one or more Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in their community.

Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households. The Municipal Housing Liaison serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent.

Compile, verify and submit annual reporting. Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual COAH monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report to COAH. Any requests from COAH for additional information or corrections will be directed to the Municipal Housing Liaison.

Coordinate meetings with Administrative Agents and Developers/Affordable Housing Sponsors/Owners. When a new affordable unit or series of units is in the planning process, the Municipal Housing Liaison should coordinate a meeting between the Administrative Agent and the developer, affordable housing sponsor or owner. The developer, affordable housing sponsor or owner may serve as their own Administrative Agent, if they meet the applicable requirements and are approved by the municipality and COAH. The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all COAH-related local ordinances -- that have already been adopted by the municipality.

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It is the responsibility of the Municipal Housing Liaison, in conjunction with the Municipal Attorney, to have the affordable housing provisions of any Master Deed and Public Offering reviewed for consistency with COAH and UHAC regulations, before they are recorded and submitted to DCA for approval.

Provide Administrative Services, unless those services are contracted out. The responsibilities for providing administrative services are described in the next Section under, **Responsibilities of an Administrative Agent**.

Responsibilities of an Administrative Agent

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in their portfolio are rented to eligible households. Administrative Agents must:

Secure written acknowledgement from all developers, affordable housing sponsors and owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Create and adhere to an Operating Manual. Administrative Agents are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.

Implement the municipality's Affirmative Marketing Plan. The Administrative Agent, the developer, affordable housing sponsor or owner could be responsible for implementing the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the Municipal Housing Liaison, Administrative Agent and the developer, affordable housing sponsor or owner, this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs may also be delegated to the developer, but this must be established by ordinance and a condition of approval of the Planning Board or Zoning Board.

Accept applications from interested households. In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Administrative Agent. The Administrative Agent will supply applicants with applications, provide additional information on available units and accept completed applications.

Conduct random selection of applicants for rental of restricted units. The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual.

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Create and maintain a pool of applicant households. This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.

Determine eligibility of households. The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination on a household's eligibility must be provided within twenty (20) days of the Administrative Agent's determination of eligibility or non-eligibility. Whether or not the household is determined to be eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An Administrative Agent is required to ensure that all certified applicants execute a Disclosure Statement acknowledging the rights and requirements of renting an affordable unit, in the form of Appendix K of UHAC.

Establish and maintain effective communication with property managers and landlords. Property managers and landlords of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent must immediately inform all property managers and landlords of any changes to the Administrative Agent's contact information or business hours.

Property managers and landlords should be instructed to immediately contact the Administrative Agent:

- Immediately upon learning that an affordable rental unit will be vacated.
- For review and approval of annual rental increases.

Provide annual notification of maximum rents. Each year when COAH releases its low- and moderate-income limits, rental households must be notified of the new maximum rent that may be charged for their unit. The Administrative Agent's contact information must be included on such notification in case the tenant is being overcharged.

Serve as the custodian of all legal documents. An Administrative Agent is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, an Administrative Agent must maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes and Appendix J and K.

Serve as point of contact on all matters relating to affordability controls. It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent should seek the counsel of the

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municipality's attorney on legal matters that threaten the durability of the affordability controls.

Provide annual activity reports to Municipal Housing Liaison for use in the annual COAH monitoring report. An Administrative Agent is responsible for collecting the reporting data on each unit in the Administrative Agent's portfolio.

Maintain and distribute information on HUD-approved Housing Counseling Programs.

Responsibilities of the Municipal Attorney

The Municipal Attorney assists the municipality with developing, administrating, and enforcing affordability controls, including but not limited to:

- Assisting the Municipal Housing Liaison with the review of the affordable housing provisions of any Master Deed and Public Offering for consistency with COAH and UHAC regulations, before they are recorded and submitted to DCA for approval.

- Providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls, including reviewing legal documents and legal actions required on foreclosures and violations.

Responsibilities of Developers

When a new affordable unit or series of units is in the planning process, the developer of affordable housing should contact the Municipal Housing Liaison who shall coordinate a meeting with the Administrative Agent, where applicable, and the developer, affordable housing sponsor or owner.

The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all COAH-related local ordinances -- that have already been adopted by the municipality.

The Administrative Agent will secure from the developer written acknowledgement that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Responsibilities of Owners of Rental Developments

Open and direct communication between the Owners of rental developments, the Municipal Housing Liaison and the Administrative Agent is essential to ongoing administration of affordability controls. Although the Administrative Agent is required to serve as the primary point of contact with households, the Owner must provide the

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Municipal Housing Liaison and Administrative Agent with information on vacancies. Owners of rental developments are also responsible for working with the Administrative Agent to ensure that the Municipal Housing Liaison has all necessary information to complete the annual COAH reporting.

Responsibilities of Landlords and Property Managers

Landlords and property managers must place a notice in all rental properties annually informing residents of the rent increase for the year and the contact information for the Administrative Agent.

AFFIRMATIVE MARKETING

Overview of the Requirements of an Affirmative Marketing Plan

All affordable units are required to be affirmatively marketed using the Township of Colts Neck's Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children to housing units which are being marketed by an Administrative Agent or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to target households who are least likely to apply for affordable housing, and to target households throughout the entire housing region in which the units are located.

The Township of Colts Neck's Affirmative Marketing Plan can be found in the Appendix.

Every Affirmative Marketing Plan must include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and

- Broadcast of at least one advertisement by radio or television throughout the housing region.

- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious and civic organizations.

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Although not a requirement of UHAC, COAH encourages municipalities to list all affordable housing units in their community on the New Jersey Housing Resource Center at www.njhousing.gov. The New Jersey Housing Resource Center is a free service to both owners and administrators of affordable housing and households seeking affordable housing opportunities.

A municipality may require that the costs of advertising affordable units are to be a developer's responsibility. Such a requirement must be a condition of the municipal planning board or zoning board approval and required by ordinance. If required by ordinance, the Operating Manual should include this requirement and outline a process to bill the developer for the advertising costs.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan must include the following information:

- The address of the project and development name, if any
- The number of rental units
- The price ranges of the rental units
- The name and contact information of the Municipal Housing Liaison, Administrative Agent, property manager or landlord
- A description of the Random Selection method that will be used to select applicants for affordable housing.
- Disclosure of required application fees, if any.

Advertisements must contain the following information for each affordable housing opportunity:

- The location of and directions to the units
- A range of prices for the housing units
- The bedroom size(s) of the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The business hours when interested households may obtain an application for a housing unit

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- Application fees, if any

It is also recommended that the following information be included in the advertisements:

- Last date applications will be accepted
- Contact number of the Municipal Housing Liaison, Administrative Agent, property manager or landlord
- A statement concerning the availability of credit, budget and/or homeownership counseling services
- If already adopted by ordinance, a statement concerning regional preference.

COAH recommends including the following statement on all advertisements. "Visit www.njhousing.gov for more affordable housing opportunities."

Regional Preference

The Township of Colts Neck has by ordinance provided that households that live or work in COAH Housing Region 4 comprised of the following counties – Mercer, Monmouth and Ocean - shall be selected for an affordable housing unit before households from outside this region. Units that remain unoccupied after households who live or work in the region are exhausted, may be offered to the households outside the region.

Municipalities that wish to give preference to applicant households that live or work in their housing region must state this preference in the form of an ordinance. This preference cannot be limited to families that live or work in the host municipality – if preference is given, it must be given to all households that live or work in the housing region.

Implementation of the Affirmative Marketing Plan

The Township's administrative agent will conduct affirmative marketing for each affordable unit. The affirmative marketing process for affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Administrative Agent shall undertake all of the strategies outlined in the Township of Colts Neck Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all the units have been sold. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

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An applicant pool will be maintained by the Township's administrative agent for re-rentals.

When a re-rental affordable unit becomes available, the applicants will be selected from the applicant pool and, if necessary, the unit will be affirmatively marketed as described above.

The selection of applicants from the applicant pool is described in more detail in this manual under **Random Selection & Applicant Pool(s).**

Developer, Affordable Housing Sponsor, Landlord, Property Manager

If permitted by the municipality, the developer, affordable housing sponsor, landlord or property manager may be responsible for advertising the affordable housing in accordance with the municipality's adopted Affirmative Marketing Plan. Prior to publication or broadcast, draft copies of the marketing material must be submitted to the Municipal Housing Liaison for approval. Proof of publication must be submitted, including a copy of the final advertisements with a copy of the paid bill. Public Service Announcements shall be submitted by the municipality.

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Question: *How often should we advertise?*

Answer: Administrative Agents responsible for new developments, or newly hired Administrative Agents, must advertise initially to create an applicant pool. For new developments, advertising should begin four months prior to the anticipated occupancy of the units. Advertising should continue monthly until all units are sold or rented. Once all vacant units are filled with eligible households, the Administrative Agent can either close the applicant pool or keep it open. If the applicant pool has sufficient eligible households for approximately two years worth of turnover, COAH recommends that the applicant pool be closed and applications no longer be accepted. In this case, advertising does not need to be conducted until four months before the applicant pool is to be reopened. If the Administrative Agent wishes to keep the applicant pool open, they must conduct some form of advertising on a monthly basis. However, all the components of the Affirmative Marketing Plan do not need to be implemented every month. One strategy can be implemented each month on a rotating basis. The next section provides more information on random selection and applicant pool maintenance to help determine how often advertising should be conducted.

Question: *My county doesn't have a library. How do I comply with the application availability rule?*

Answer: Only 11 of New Jersey's 21 counties have a county library (a list is included on COAH's website for Administrative Agents). If one or more of the counties in a housing region do not have county libraries, applications must be made available at the county administration building.

Question: *Our affordable housing development is very small. It is unnecessary for us to conduct monthly marketing initiatives and the number of applicants in our existing pool already exceeds the two-year rule of thumb. Is there any way for us to maintain compliance without conducting monthly outreach initiatives?*

Answer: COAH suggests that you attempt to partner with other municipalities in your housing region to help defray time and cost or close the applicant pool and do not accept applications until the applicant pool contains fewer applicants and affirmative marketing is implemented.

Question: *We have moderate-income units available, but not low-income units. Can we keep only themoderate portion of the applicant pool open?*

Answer: Yes. In fact, if you regularly have a type of unit that is hard to fill, you may tailor marketing initiatives to fill that type of unit. However, households that submit applications and are not interested or eligible for the targeted unit type must be notified that they will not be placed in the applicant pool until it is reopened for their unit type.

Question: *Are all developments required to conduct affirmative marketing, or just those with a certain number of units, for example, more than five units?*

Answer: All affordable units governed by UHAC are required to be affirmatively marketed. If it is burdensome for a small development to conduct its own affirmative marketing, the municipality and Administrative Agent(s) should consider conducting the affirmative marketing for all the units within the municipality at the municipal level, not at the development level. An alternative is to contract with an Administrative Agent who will do the affirmative marketing for your units as well as other units they manage.

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RANDOM SELECTION & APPLICANT POOL(S)

Initial Randomization

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

After advertising is implemented, applications are accepted for 30 days.

To help analyze the impact and success of various marketing initiatives, it is recommended that the Administrative Agent ask the applicants where they learned of the housing opportunity.

At the end of the period, sealed applications are selected one-by-one through a lottery (unless fewer applications are received than the number of available units, then all eligible households will be placed in a unit).

The Administrative Agent may also pre-qualify applicants as soon as applications are received, and only place preliminarily income-eligible applications in the lottery, provided that applicants are notified in writing of eligibility and non-eligibility in advance of the lottery.

Households are informed of the date, time and location of the lottery and invited to attend.

A municipal representative should also be invited to attend the lottery.

An applicant pool is created by listing applicants in the order selected.

Applications are reviewed for income-eligibility. Ineligible households are informed that they are being removed from the applicant pool or given the opportunity to correct and/or update income and household information.

Eligible households are matched to available units based upon the number of bedrooms needed (and any other special requirements, such as [regional preference or] the need for an accessible unit).

If there are sufficient names remaining in the pool to fill future re-rental, the applicant pool shall be closed.

Two years of turnover is a recommended standard.

When the applicant pool is close to being depleted, the Administrative Agent will re-open the pool and conduct a new random selection process after fulfilling the affirmative marketing requirements. The new applicant pool will be added to the remaining list of applicants.

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Alternatively, for future re-rentals only, the Administrative Agent can keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. This procedure may only be followed if the Administrative Agent engages in ongoing monthly affirmative marketing efforts according to the approved Affirmative Marketing Plan to ensure outreach to the housing region.

Randomization after Certification

Random selection is conducted when a unit is available, and only certified households seeking the type and bedroom size of the available unit are placed in the lottery. The process is as follows:

After advertising is implemented, applications are accepted for 30 days.

All applications are reviewed and households are either certified or informed of non-eligibility. (The certification is valid for 180 days, and may be renewed by updating income-verification information.)

Eligible households are placed in applicant pools based upon the number of bedrooms needed (and any other special requirements, such as [regional preference or] the need for an accessible unit)

When a unit is available, only the certified households in need of that type of unit are selected for a lottery.

Households are informed of the date, time, and location of the lottery and invited to attend.

After the lottery is conducted, the first household selected is given 14 days to express interest or disinterest in the unit. (If the first household is not interested in the unit, this process continues until a certified household selects the unit.)

Applications are accepted on an ongoing basis, certified households are added to the pool for the appropriate household income and size categories, and advertising and outreach is ongoing, according to the Affirmative Marketing Plan.

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MATCHING HOUSEHOLDS TO AVAILABLE UNITS

In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to implement the following policies:

- Provide an occupant for each unit bedroom;
- Provide children of different sex with separate bedrooms;
- Prevent more than two persons from occupying a single bedroom;
- Require that all the bedrooms be used as bedrooms; and
- Require that a couple requesting a two-bedroom unit provide a doctor's note justifying such request.

The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor.

A household can be eligible for more than one unit category, and should be placed in the applicant pool for all categories for which it is eligible.

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Question: *What happens if a moderate-income household "walks in" (when the applicant pool is closed and no affirmative marketing is being conducted) and I have a moderate unit available with no eligible moderate-income households in the applicant pool?*

Answer: If the Administrative Agent notices that a specific unit type is hard to fill and few eligible households are in the applicant pool, the Administrative Agent should conduct ongoing affirmative marketing for that unit type to ensure a steady stream of certified households and keep the list open for that unit type. The walk-in can be added
to the list.

Question: *I am working with an applicant household that requires an accessible unit. Do they skip ahead on the list when an accessible unit becomes available?*

Answer: UHAC does not provide any guidance on this situation. However, COAH suggests that the Administrative Agent consider an accessible unit a unit type, just as a unit is defined by bedroom size. Therefore, if the Administrative Agent is using the initial randomization model, the first household on the randomized list that requires an accessible unit should be selected when an accessible unit becomes available. If the Administrative Agent is using the randomization after certification model, all households of the appropriate size who are in need of an accessible unit, would be selected, and randomized.

Question: *An applicant household has a daughter that has room and board at her college. Can they request a unit that is large enough for her to have a bedroom when she is at home?*

Answer: Yes. If the household has a student away at college who is still claimed as a dependent and maintains the parents' address as a legal address, the student should be counted in the household size.

Question: *Do I have to place a one-person household in a two-bedroom unit if there is no one-bedroom units available or the applicant requests a two-bedroom unit?*

Answer: A household should not be placed in a unit where there is more than one bedroom per household member. In order to deviate from these standards, the Administrative Agent must obtain written approval from COAH. If a development does not have any one-bedroom units, for example, the Administrative Agent should inform one-person households that they will not be offered a unit unless there are no eligible households with more than one person. The Administrative Agent should also refer one-bedroom households to other Administrative Agents within the municipality or region that offer one-bedroom units. The Administrative Agent must demonstrate that every effort has been made to find a household of the appropriate size and composition and that a hardship exists that would justify deviating from the established standard.

Question: *I am working with an applicant household that consists of two parents and five children. This household is applying for a three-bedroom unit. Should this household only be offered a four-bedroom unit?*

Answer: No. The administrator must *strive* to prevent more than two people from occupying one bedroom, as outlined in N.J.A.C. 5:80-26.4(c), but may not force a family to purchase or rent a larger unit as long as it does not violate municipal regulations for over-crowding.

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APPLICATION FEES

The Administrative Agent's fee schedule can be found in the Appendix.

HOUSEHOLD CERTIFICATION

Before any household can rent a restricted unit, the Administrative Agent must certify the household as eligible. Certification of a household involves the verification of two critical pieces of data: 1) Household size and composition, including gender; and 2) The total income and assets for all household members over 18 years of age. The certification process begins with the applicant completing an application in its entirety and providing the required backup documentation. Once eligibility documents and data have been collected, the Administrative Agent can begin the process of calculating the household's income.

Procedure for Income-Eligibility Certification

The Administrative Agent shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.

- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.

- A letter or appropriate reporting form verifying monthly benefits such as

    - Social Security or SSI – Current award letter or computer print out letter

    - Unemployment – verification of Unemployment Benefits

    - Welfare -TANF[5] current award letter

    - Disability - Worker's compensation letter or

[5] TANF – Temporary Assistance for Needy Families

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- Pension income (monthly or annually) – a pension letter

- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.

- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).

- Evidence or reports of income from directly held assets, such as real estate or businesses.

- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.

- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property, attach copies of all leases.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income. Restricted units constructed with Federal funds should consult the appropriate regulations, for example, HUD Section 42, to ensure compliance with applicable Federal regulations.

Income

1. Wages, salaries, tips, commissions

2. Alimony

3. Regularly scheduled overtime

4. Pensions

5. Social security

6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)

7. TANF

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8. Verified regular child support

9. Disability

10. Net income from business or real estate

11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds

12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.

13. Rent from real estate is considered income

14. Any other forms of regular income reported to the Internal Revenue Service

Not Income

1. Rebates or credits received under low-income energy assistance programs

2. Food stamps

3. Payments received for foster care

4. Relocation assistance benefits

5. Income of live-in attendants

6. Scholarships

7. Student loans

8. Personal property such as automobiles

9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements

10. Part-time income of persons enrolled as full-time students

11. Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

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Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

The Real Estate Asset Limit

Except for federal programs, if an applicant's primary residence, which is to be sold upon purchase of an affordable unit, has no mortgage debt and is valued at or above the regional asset limit as published annually by COAH with COAH's Annual Regional Income Limits Chart, the household must be determined ineligible for certification.

However, if the applicant's existing monthly housing costs including taxes, homeowner insurance, and condominium or homeowner association fees exceed 38 percent of the household's eligible monthly income, the household will be exempt from the asset limit.

An applicant must provide a recent, Market Value Appraisal or Realtor Comparative Market Analysis, on the home they own unless the applicant has mortgage debt on the home or can demonstrate that the existing monthly housing costs exceed 38 percent of the household's eligible monthly income, in which case the applicant is exempt from the asset limit.

Before obtaining a professional appraisal, the applicant should review the property's tax appraisal and the current market value and compare it to the asset limit to avoid any unnecessary expense. For instance, if homes are commonly selling in the applicant's neighborhood for over $250,000, it is unlikely that an appraisal will determine a value below the asset limit.

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Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the value of the property. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

Maximum Monthly Payments

The percentage of funds that a household can contribute toward housing expenses is limited. However, an applicant may qualify for an exception based on the household's current housing cost (see below). The Administrative Agent will strive to place an applicant in a unit with a monthly housing cost equal to or less than the applicant's current housing cost.

UHAC states that a certified household is not permitted to lease a restricted rental unit that would require more than 35 percent of the verified household income (40 percent for age-restricted units) to pay rent and utilities. However, at the discretion of the Administrative Agent, this limit may be exceeded if:

- 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 the household's housing costs;
- 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;
- The household is currently in substandard or overcrowded living conditions;
- The household documents the existence of assets, with which the household proposes to supplement the rent payments; or
- 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; and
- The household receives budget counseling.

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Housing Counseling

The Administrative Agent is responsible for providing housing counseling, or providing referrals for counseling, as a part of the Affirmative Marketing Plan and during the application process. Although housing counseling is recommended, a household is only required to attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or a counseling agency approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced Housing Counseling Agency. If the Administrative Agent is not approved by HUD or by the NJ Department of Banking and Insurance, the Agent will make referrals to one of the HUD-approved housing counseling agencies in New Jersey. This counseling to low- and moderate-income housing applicants will focus on subjects such as budgeting, credit issues, and mortgage qualification, and is free of charge. A list of non-profit counselors approved by HUD and/or the New Jersey Department of Banking

and Insurance is included on COAH's website and is available from the Administrative Agent.

The Applicant Interview

Ideally, the prospective applicant will be available to meet with the Administrative Agent to review the certification and random selection processes in detail and ask any questions they may have about the project or the process. However, scheduling time off from work may prove burdensome to the applicant. Applicants may also have mobility issues or special needs that also pose an obstacle to an interview. Therefore, the Administrative Agent is prepared to complete the certification process via telephone and mail. If an interview is to be conducted, the Administrative Agent will attempt to achieve the following objectives:

- Confirm and update all information provided on the application.

- Explain program requirements, procedures used to verify information, and penalties for providing false information. Ask the head of household, co-head, spouse and household members over age 18 to sign the Authorization for Release of Information forms and other verification requests.

- Review the applicant's identification and financial information and documentation, ask any questions to clarify information on the application, and obtain any additional information needed to verify the household's income.

- Make sure the applicant has reported all sources for earned and benefit income and assets (including assets disposed of for less than fair market value in the past two years). Require the applicant to give a written certification as to whether any household member did or did not dispose of any assets for less than fair market value during the past two years.

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Records Documenting Household Composition and Circumstances

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration

- Adoption papers, or legal documents showing adoption in process

- Income tax return

- Birth Certificate or Passport

- Alien Registration Card

Approving or Rejecting a Household

Administrative Agents must notify applicant households of their eligibility within twenty (20) days of the Administrative Agent's determination.

Households with a verified total household income that exceeds 80 percent of the regional income limit for the appropriate family size are ineligible for purchase or rental of restricted units. A letter rejecting the household's application shall be mailed to the household.

Similarly, households with a verified total household income that is within the income limits, but too low to afford any of the units administered by the Administrative Agent shall be sent a letter rejecting the household's application, and/or referring them to housing counseling.

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the Administrative Agent is unable to place the household in a restricted unit at the conclusion of 180 days, an extension may be granted once the household's eligibility is verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent must secure from the applicant a signed and notarized acknowledgement of their requirements and responsibilities in renting a restricted unit. UHAC's Disclosure Statement (Appendix K) shall be forwarded to the applicants.

In addition to non-eligibility based on income, the Administrative Agent may deny a certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for down payment, or any other required facts and information. A household may also be denied certification if the Administrative Agent determines that there was a willful or material misstatement of fact made by the applicant.

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Dismissal of Applications

Applications can be dismissed for the following reasons:

1. The application is not signed or submitted on time.

2. The applicant commits fraud, or the application is not truthful or complete.

3. The applicant cannot or does not provide documentation to verify their income or other required information when due.

4. The household income does not meet the minimum or maximum income requirements for a particular property.

5. The applicant owns assets that exceed the Asset Limit.

6. The applicant fails to respond to any inquiry in a timely manner.

7. The applicant is non-cooperative or abusive with the staff, property manager or landlord.

8. The applicant changes address or other contact information without informing the Administrative Agent in writing.

9. The applicant does not meet the credit standard or other requirement set forth by managers of rental properties.

10. The applicant fails to verify attendance in a credit counseling program when required to do so by the program rules.

11. The applicant does not respond to periodic update inquiry in a timely fashion.

12. The applicant fails to sign the Compliance Certification, Certificate for Applicant, Lease Document, as may be required.

13. The applicant, once approved, fails to sign the lease in a timely manner.

14. Applicants will also be removed from all lists held by the Administrative Agent once they have been approved for an affordable unit. However, these applicants may re-apply for other opportunities in that municipality once they have occupied their unit.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, poor credit, uncooperative behavior or other serious matters.

Applicants are not automatically removed from rental lists if they do not respond to a Notice of Availability.

Applications may be held in abeyance for a period not to exceed 60 days if there is an error on the credit report, so that the applicant can correct the error and re-apply. Units will not be held open for that applicant. However, once the credit report is corrected, the applicant will be given a priority for the next opportunity at that property.

Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Executive Director of the Council on Affordable Housing (COAH), 101 South Broad Street, P.O. Box 813, Trenton, New Jersey 08615. The Executive Director's written

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decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action of COAH.

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Question: *Is it a requirement of UHAC that Administrative Agents meet with applicants in person?*

Answer: Because an applicant interview could prove to be burdensome to many households it is not a pre-requisite to purchase or occupancy, although it is encouraged. Administrative Agents should be prepared to conduct the household certification via mail.

Question: *With households filing taxes through e-filing, we are having trouble getting copies of tax returns. How can we get copies of e-filed tax returns?*

Answer: According to the IRS website, transcripts of previously filed tax returns can be ordered by completing a Form 4506-T or calling (800) 829-1040 and following the prompts in the recorded message. There is no charge for the transcript and you should receive it in 10 business days from the time they receive your request. Tax return transcripts are generally available for the current and past three years.

Question: *How can child support payments that are made in cash be documented?*

Answer: If the applicant is depositing the cash child support payments into a bank account, a series of statements from that account should be used to establish a trend of payments. If not, a notarized statement from the former spouse should be obtained to document the income.

Question: *Is it a requirement that the Administrative Agent always obtain a written statement from the household's employer(s) confirming their income and job status?*

Answer: No. However, when evaluating overtime and other income trends, such as bonuses, working directly with the employer is typically much more efficient and reliable than simply evaluating pay stubs.

Question: *Are there any potential issues with renting to a separated family that has a divorce pending?*

Answer: Yes, until a divorce is finalized, a spouse can make claim on a residence rented by the other spouse. Until a divorce is finalized, it is suggested that Administrative Agents place these types of cases on hold.

Question: *How can income eligibility be established for someone that may have been out of work for two years, but had a job during the most recent tax year?*

Answer: As long as the applicant is currently employed, a series of consecutive pay stubs (at least 3 months) should be used to establish the income of an applicant in this or similar situations.

Question: *Can an applicant for a rental unit be rejected solely because they have Section 8 rental assistance?*

Answer: No. A household receiving Section 8 assistance cannot be rejected based on this status. Discrimination such as this is illegal.

Question: *Can an applicant be required to attend and graduate from a Housing Counseling Program in order to rent a restricted unit?*

Answer: No. A household is only required to attend housing counseling if their monthly housing expense exceeds UHAC standards. Administrative Agents, however, are required to provide housing counseling or refer applicants to an approved Housing Counseling Program.

Question: *Do households with Section 8 vouchers automatically qualify for affordable housing under UHAC?*

Answer: Yes, a Section 8 voucher is acceptable for income qualification, provided the applicant meets the

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criteria of the property manager or landlord. The Administrative Agent must still collect income verification documentation to match the household to an appropriately priced unit.

Question: *Can an existing moderate-income tenant be moved to a low-income unit when they can substantiate that there has been a change in their income? If so, can they bypass the random selection process?*

Answer: Yes, an existing tenant household may re-apply for a low-income unit within the same project if they can prove a change in their circumstances. If qualified, the tenant would be added to the applicant pool. The tenant should also be referred to the local Affordability Assistance Program, if available.

Question: *Does the Administrative Agent need to impute the value of a household's stocks as an asset?*

Answer: Only dividends from stock count towards a household's income. IRS Form-1099 from the previous year should be requested from the applicant if it was not part of their initial application.

Question: *Is there a maximum cost for the credit check?*

Answer: No, but the credit check is included in application fees which may total no more than five percent of the monthly rent.

Question: *In order to overcome inadequate or poor credit, can an applicant have a cosigner on a lease?*

Answer: No one outside the household, as certified by the Administrative Agent, may cosign or otherwise be party to any financing or legal instruments.

Question: *Does UHAC set a minimum income for eligibility for affordable housing?*

Answer: No, UHAC does not specify a minimum income for affordable housing units. However, an applicant household must be able to afford the unit and must not pay more than 33 percent for sale units or 35 percent for rental units of its monthly income (or 40 percent for age-restricted units), unless they meet the exemption criteria set forth in N.J.A.C. 5:80-26.7(b) or N.J.A.C. 5:80-26.13(b).

Question: *After I certify an applicant, how long is that certification valid*?

Answer: Pursuant to N.J.A.C. 5:80-26.16(b), an initial certification is valid for 180 days and may be extended for an additional 180 days once the household's eligibility is verified.

Question: *How do I document third-party assistance from a guarantor? For example, a relative is providing funds toward the applicant's monthly payments.*

Answer: In the case of a rental unit, the applicant should demonstrate regular deposits from third party assistance, or a notarized letter from the third party documenting future assistance. The Administrative Agent must receive a copy of the policy regarding guarantors from the developer, affordable housing provider or owner, so as to assure the policy is applied consistently.

Question: *If an applicant for affordable housing has a "reverse mortgage", how does an Administrative Agent count income from that mortgage?*

Answer: An applicant for affordable housing with a "reverse mortgage" would not be eligible for affordable housing unless that mortgage was satisfied or, at a minimum, a contract for sale of the market unit was in place. "Reverse mortgages" require that the mortgaged property remain the principal place of residence of the person taking the mortgage. Since this is also a requirement of affordable housing only one such residence can be owned or leased at any given time.

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Question: *For the purpose of income-qualification, what is considered part-time income of full-time students?*

Answer: Under UHAC, part-time income of persons enrolled as fulltime students, who are reported as dependents to the IRS, is not included in income calculations for determining eligibility. COAH recommends stipulating in the Operating Manual the following criteria in applying this rule:

- A full-time student is a member of the household who is enrolled in a degree seeking program for 12 or more credit hours per semester; and
- Part-time income is income earned on less than a 35-hour workweek.

Please note that full-time income of full-time students is included in the income calculation.

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DETERMINING AFFORDABLE RENTS

To determine the affordable rents the Administrative Agent uses the COAH calculators located at http://www.nj.gov/dca/affiliates/coah/resources/calculators.html.

Development Considerations and Compliance Issues

There are several regulations that must be considered from the *development perspective* before the rents of individual units can be calculated. These requirements should be discussed at the first meeting between the Municipal Housing Liaison, Administrative Agent and developer or affordable housing sponsor. The following is a summary of the requirements for ownership projects.

Bedroom Distribution. The standards on the distribution of unit sizes for affordable developments require that:

- The combined number of efficiency and one-bedroom units may be no greater than 20 percent of the total low- and moderate-income units;
- At least 30 percent of all low- and moderate-income units must be two-bedroom units;
- At least 20 percent of all low- and moderate-income units are three-bedroom units; and
- The remainder, if any, may be allocated at the discretion of the developer.

Age-restricted Units. Affordable age-restricted units are not held to these bedroom distribution standards. For affordable age-restricted units, the number of age-restricted low- and moderate-income bedrooms must be equal to or greater than the number of age-restricted units within the development. In other words, the average bedroom size in an age-restricted development must be equal to or greater than one bedroom per unit. For example, if the overall age-restricted development is 25 percent efficiencies, and 50 percent one-bedroom units, and 25 percent two-bedroom units, that equals an overall development bedroom size of exactly one bedroom per unit. An age-restricted development can meet this standard by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit, or any other combination that will equal a minimum of one bedroom per unit.

Pricing by Household Size. Initial rents are based on targeted "model" household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These maximum sales prices and rents are based on COAH's Annual Regional Income Limits Chart at the time of occupancy:

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- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

Size of Unit	Household Size Used to Determined Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

The above rules are only to be used for setting initial rents. They are not guidelines for matching household sizes with unit sizes. The pricing of age-restricted units may not exceed affordability based on a two-person household.

Determining Initial Rents

To determine the initial rents the Administrative Agent uses the COAH calculators located at http://www.nj.gov/dca/affiliates/coah/resources/calculators.html.

Additional Regulations for a Rental Development

In addition to the regulations covered earlier in the Section **Development Considerations and Compliance Issues,** rental projects must also comply with the following regulations:

Split Between Low- and Moderate-income Rental Units. At least 50 percent (of the affordable units within each bedroom distribution (unit size) must be low-income units and at least 10 percent of the affordable units within each bedroom distribution must be affordable to households earning no more than 35 percent of the regional median income. The remainder of the affordable units must be affordable to moderate-income households.

Affordability Average. The average rent for all affordable units cannot exceed 52 percent of the regional median income. At least one rent for each bedroom type must be offered for both low-income and moderate-income units. Calculation of the affordability average is available on COAH's website.

Maximum Rent. The maximum rent of restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of the regional median income.

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Determining Rent Increases

Annual rent increases are permitted in affordable units. Rent increases are permitted at the anniversary of tenancy according to COAH's Annual Regional Income Limits Chart, available on COAH's website. These increases must be filed with and approved by the Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. The maximum allowable rent would be calculated by starting with the rent schedule approved as part of initial lease-up of the development, and calculating the annual COAH-approved increase from the initial lease-up year to the present. Rents may not be increased more than once a year, may not be increased by more than one COAH-approved increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

VIOLATIONS, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the regulations governing the affordable unit by an Owner of a rental development, the Administrative Agent shall have all the remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties that it will cause irreparable harm to the municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low- and moderate-income housing.

Upon the occurrence of a breach of any of the regulations governing the affordable units by an Owner of a rental development, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

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MAINTENANCE OF RECORDS AND APPLICANT FILES

Pursuant to N.J.A.C. 5:80-26.14(a)8, N.J.A.C. 5:80-26.15(c) and N.J.A.C. 5:80-26.17 current records must be maintained by the Administrative Agent and outdated records must be given to the municipality for safe-keeping. A file must be created and maintained on each restricted unit for its control period.

Administrative Agents maintain detailed records on all marketing initiatives.

Files To Be Maintained on Every Applicant

The Administrative Agent will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form.
- Tenant Information Form
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility.

Individual files will be maintained throughout the process.

Files To Be Maintained on Every Unit

The Administrative Agent will maintain files on every unit for the length of the affordability controls. The unit file will contain at a minimum:

- Base rent
- Identification as low- or moderate-income
- Description of number of bedrooms and physical layout
- Floor plan
- Application materials, verifications and certifications of all present owners, pertinent correspondence
- Copy of lease
- Disclosure Statement (Appendix K)

Files to Be Maintained on Every Project

The Administrative Agent will maintain files on every project for the length of the affordability controls. The project file will contain at a minimum:

- Condominium Master Deed
- Condominium Public Offering
- Crediting Information
- Original deed restriction
- Affordability control documents, including Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes, Disclosure Statement (Appendix J)

Files To Be Maintained on The Applicant Pool

- Any changes to the applicant pool
- Any action taken with regard to the applicant pool
- Any activity that occurs that affects a particular applicant

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- Current applications for all applicants whose status is active in the applicant pool
- The application, the initial rejection notice, the applicant's reply to the notice, a copy of the Administrative Agent's final response to the applicant, and all documentation of the reason the applicant's name was removed from the applicant pool.

Monitoring

A sample Deed must be submitted for each project. Additionally, the current annual monitoring information required to be maintained and reported annually to the Municipal Housing Liaison can be found on COAH's website at http://www.nj.gov/dca/affiliates/coah/resources/muniliaisons.pdf. The information required for each unit includes but is not limited to:

- A sample Deed for each project.
- Street Address
- Block/Lot/Qualifier/Unit Number
- Housing Type
- Income: Very Low/Low/Moderate
- Initial Rental Price
- % of affordability
- Bedroom Type
- Age-restricted
- Handicap accessible/adaptable
- Co #, date
- Effective date of affordability controls
- Length of affordability controls (yrs)
- Date Affordability controls removed

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Question: *How long must the Administrative Agent keep files on applications for affordable housing units and certified Owners/tenants of affordable housing units?*

Answer: Pursuant to N.J.A.C. 5:80-26.14(a)8, N.J.A.C. 5:80-26.15(c) and N.J.A.C. 5:80- 26.17 current records must be maintained by the Administrative Agent and outdated records must be given to the municipality for safe-keeping. A file must be created and maintained on each restricted unit for its control period.

Rental Housing Program Audit Checklist

	UP-TO-DATE OPERATING MANUAL	Comments
☐	Income Limits	
☐	Sample Forms and Letters	
	AFFIRMATIVE MARKETING	
☐	Copies of Display Ads	
☐	Copies of PSA Requests	
☐	Copies of Marketing Requests	
	RANDOM SELECTION	
☐	Log of Applications Received	
☐	Log of Random Selection Results	
☐	Database of Referrals	
	MAINTENANCE OF RECORDS	
	Files To Be Maintained on Every Applicant	
☐	Preliminary Application.	
☐	Application Form.	
☐	Tenant Information Form	
☐	Income Verification	
☐	Letter of Certification of Eligibility or	
☐	Letter of Determination of Ineligibility	
	Files To Be Maintained on Every Unit	
☐	Base rent	
☐	Identification as low- or moderate-income	
☐	Description of number of bedrooms and physical layout	
☐	Floor plan	
☐	Application materials, verifications and certifications of	
☐	all present tenants, pertinent correspondence	
☐	Copy of lease	
☐	Disclosure Statement (Appendix K)	
	Files to Be Maintained on Every Project	
☐	Condominium Master Deed	
☐	Condominium Public Offering	
☐	Crediting Information	
☐	Original deed restriction	
☐	Affordability control documents, including Declarations	
☐	of Covenants, Conditions and Restrictions, Deed	
☐	Restrictions, Deeds, Recapture Mortgages, Recapture	
☐	Mortgage Notes, Appendix J	
	MONITORING INFORMATION	
☐	Complete Monitoring Reporting Forms	

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Operating Manual for Sale Affordable Units
Township of Colts Neck, Bergen County

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February 2020

FOR-SALE OPERATING MANUAL CHECKLIST
Minimum Standards

At a minimum the For-sale Operating Manual must clearly describe the procedures and policies for the following:

	Affordable Housing Program & Opportunities
☐	Identify where Housing Element and Fair Share Plan can be viewed.
☐	Identify local Affordable Housing Programs & Affordability Assistance Programs
☐	Include overview of local for-sale and resale process
	Affirmative Marketing
☐	Approved Affirmative Marketing Plan included
☐	How will new units be marketed?
☐	How will resales be marketed?
☐	Will there be a regional preference?
☐	Who will implement marketing new units and resales?
☐	Prepare sample marketing materials, including a sample display ad and Public Service Announcement
☐	**Random Selection & Applicant Pool**
☐	What level of verification will be completed before the lottery process – pre-application or full applications?
☐	Will the pool of applicants be randomized each time a unit is available?
☐	Will there be categories of applicant pools?
☐	**Matching Households to Available Units**
☐	How will households be matched to available units? Will there be categories of applicant pools?
☐	**Household Certification**
☐	Standards for reviewing applicant household eligibility and certifying applicant households, including how long applicant has to submit required documents
☐	Verification documentation required
☐	Eligible Income/Ineligible Income
☐	Maximum Monthly Payment
☐	Housing Counseling
☐	Basis for Dismissing Applications
☐	Appeals
☐	**Determining Affordable Sales Prices**
☐	Development Considerations and Compliance Issues
☐	Determining Maximum Initial Sales Prices
☐	Determining Resale Prices
☐	Establish resale procedures
☐	**Waivers and Exemptions**
☐	Identify Hardship Waivers
☐	Identify Income Waiver
☐	Identify Exempt Transactions
☐	**Application Fees**
☐	**Violations, Defaults and Remedies**
☐	**Maintenance of Records**
☐	List documents to be filed
☐	Monitoring information required

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APPENDIX

A. COAH Annual Illustrative Sale Prices By Housing Region
B. COAH Annual Regional Income Limits Chart
C. Affirmative Marketing Plan
D. List of HUD-Certified Housing Counseling Agencies
E. Resale Procedures for Owners Wishing to Sell an Affordable Unit
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INTRODUCTION

This Operating Manual has been prepared to assist in the administration of for-sale units in the Township of Colts Neck Affordable Housing Program. It will serve as a guide to the program staff.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the initial sale process and in the resale process. It describes the eligibility requirements for participation in the program, record keeping and overall program administration.

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the Federal Fair Housing Act and Equal Opportunities laws[1], the Uniform Housing Affordability Controls (UHAC) N.J.A.C. 5:80-26.1 et seq.[2], the substantive rules of the Council on Affordable Housing N.J.A.C. 5:96[3] and 5:97[4]and the affordable housing regulations of the Township of Colts Neck (hereafter referred to as the "Regulations").

In accordance with the Federal Fair Housing Act and Equal Opportunities laws it is unlawful to discriminate against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status.

WHAT IS AFFORDABLE HOUSING?

Affordable housing, unlike market rate housing, has affordability controls limiting the price for at least 30 years. COAH considers housing "affordable" if the household pays approximately 28% or less of the household's gross income on housing costs. Affordable housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the affordable housing is located.

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[1] http://www.hud.gov/offices/fheo/FHLaws/index.cfm

[2] http://www.nj.gov/dca/affiliates/coah/regulations/uhac.html

[3] http://www.nj.gov/dca/affiliates/coah/regulations/thirdroundregs/596.pdf

[4] http://www.nj.gov/dca/affiliates/coah/regulations/thirdroundregs/597.pdf

WHO QUALIFIES FOR AFFORDABLE HOUSING?

In order to be eligible for affordable housing in New Jersey, a household's income must be below the income limit for the region in which the affordable housing is located, either for low or moderate levels. A moderate-income household is classified as earning between 50 percent and 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income. COAH has included a new category for very low-income households, which are classified as earning less than 30 percent of area median income. Municipalities are not required to provide affordable sale housing to very low-income households.

The six COAH housing regions are as follows:

Regions	Counties
1	Bergen, Hudson, Passaic, Sussex
2	Essex, Morris, Union, Warren
3	Hunterdon, Middlesex, Somerset
4	Mercer, Monmouth, Ocean
5	Burlington, Camden, Gloucester
6	Atlantic, Cape May, Cumberland, Salem

The COAH Regional Income Limits Chart (Appendix B) provides information about income limits for each of COAH's six housing regions. Each region has different calculated median incomes, which are adjusted annually.

An applicant does not have to currently live in the region in which the applicant is interested in applying for an affordable unit. An applicant's income qualification is determined by the Region Income Limits for where the applicant wants to live.

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LOCAL AFFORDABLE HOUSING PROGRAMS AND OPPORTUNITIES

The following affordable housing programs and opportunities are available in the Township of Colts Neck*:*

Project Name	Location	Sale/Rental
Ridgecrest Apartments	7-11 Ridge Road	Rental
Woodside Gardens	46-50 Leonard Place	Sale
Broadway Condominiums	308-316 South Broad Street	Sale
234 South Broad St.	234 South Broad Street	Rental
KS Broad	76 & 80 Chestnut Street/ 25-27 Franklin Ave.	Rental
257 Colts Neck Avenue	253-257 E. Colts Neck Ave.	Rental
Colts Neck Dayton	100-152 South Broad Street	Rental
Two Forty Associates	150-174 Chestnut Street	Rental

A copy of the Township of Colts Neck Housing Element and Fair Share Plan is available at the Municipal Clerk's office.

OTHER AFFORDABLE HOUSING PROGRAMS AND OPPORTUNITIES

Affordable housing is administered by a wide variety of organizations and agencies. COAH does not administer affordable housing but links to affordable housing resources can be found on COAH's website at http://www.nj.gov/dca/affiliates/coah/resources/looking.html.

Individuals interested in applying for affordable housing should contact the Municipal Housing Liaison in the municipality in which they are interested in living. Each municipality under COAH's jurisdiction has a Municipal Housing Liaison who is responsible for administering the municipality's affordable housing program. Some municipalities administer their own affordable housing and have their own application process. If not, the Municipal Housing Liaison can direct applicants to developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality. A list of Municipal Housing Liaisons can be found at http://www.nj.gov/dca/affiliates/coah/resources/muniliaisons.pdf.

The New Jersey Housing and Mortgage Finance Agency has established New Jersey's Housing Resource Center, an on-line, searchable database of affordable housing in the State. The Housing Resource Center provides a listing posted by developers, landlords, and municipalities of available affordable housing. Available units are listed with contact and application information. Look for the Housing Resource Center at www.njhousing.gov.

The New Jersey Guide to Affordable Housing, which can be found at http://www.nj.gov/dca/codes/affdhousing/affdhsgguide/index2.shtml, is a listing compiled by the New Jersey Department of Community Affairs Division of Codes and Standards. It lists all types of affordable housing by county. The housing units on the list have a variety of qualification requirements, including age-restricted housing and housing for the developmentally disabled.

Applicants who do not have access to the Internet should call 211 for assistance

FAIR HOUSING AND EQUAL HOUSING OPPORTUNITIES

It is unlawful to discriminate against any person making application to buy or rent a home with regard to race, creed, color, national origin, ancestry, age, marital status, affect ional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

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For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or http://www.state.nj.us/lps/dcr/index.html.

OVERVIEW OF THE AFFORDABLE HOUSING ADMINISTRATION PROCESS

- The Municipal Housing Liaison serves as an initial point of contact for unsolicited calls to the municipality about affordable housing and where appropriate directs applicants to an Administrative Agent, who may be developers, nonprofit agencies, State agencies or consultants that may administer the affordable housing within the municipality.

- The Administrative Agent implements the municipality's Affirmative Marketing Plan.

- The Administrative Agent serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and sends out pre-applications to interested callers.

- The Administrative Agent, the developer or the affordable housing sponsor will accept these returned pre-applications for a specific period of time, for example, 30 to 90 days. At the end of this time period, all applications will go to the Administrative Agent where these applications will be randomly selected, through a lottery, to create a pool of applicants.

- The Administrative Agent pre-qualifies applicants in the applicant pool for income eligibility and sends either a rejection letter to those over income or a preliminary approval letter to those who appear income-eligible.

- When a unit becomes available, the Administrative Agent will interview the applicant households and proceed with the income qualification process. Applicant households seeking for-sale units must obtain a mortgage pre-approval.

- The Administrative Agent must notify applicant households in writing of certification or denial within 20 days of the determination. Once all documents are filed and recorded, and returned to the Administrative Agent for inclusion in the file, the Administrative Agent will process a release of the original documents.

- Certified households that are approved for a for-sale affordable housing unit will work with the Administrative Agent to secure a mortgage in a timely fashion and, where applicable, obtain homeownership counseling.

- The Administrative Agent will prepare a Deed, a Recapture Mortgage and Recapture Mortgage Note, and Disclosure Statement (Appendix J) and may attend the closing for each unit.

- The filing and recording of documents is the responsibility of the buyer's attorney, but the Administrative Agent may also elect to file the documents. Once all documents are filed and recorded, and returned to the Administrative Agent for

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inclusion in the file, the Administrative Agent will process a release of the original documents.

- The certified household moves into the affordable ownership unit.

OVERVIEW OF THE RESALE PROCESS

When an Owner of a restricted unit wishes to sell, the sale must be processed through the Administrative Agent. At the initial date of purchase, the Owner makes a certification regarding his or her understanding of this requirement.

- Typically, the resale process begins when an Owner inquires about the maximum resale price (MRP) of their unit. At that time the Administrative Agent provides the Seller with a "Notice of Intent to Sell" form and the written "Resale Procedures for Owners Wishing to Sell an Affordable Unit".

- The Owner/Seller returns the completed "Notice of Intent to Sell" form to the Administrative Agent.

- The Administrative Agent reviews the unit and any eligible capital improvements, and calculates the MRP. The MRP is calculated by using COAH's Resale Price Calculator, which is based on COAH's Annual Regional Income Limits Chart.

- The Administrative Agent uses the current applicant pool, which is based on a previous affirmative marketing process, or affirmatively markets the unit and conducts random selection if there is no current applicant pool.

- If the Administrative Agent maintains a pool of certified households, the first randomly selected eligible household whose household size matches the bedroom size of the available unit is sent a "Housing Opportunity Letter" inviting them to contact the Buyer to view the unit.

- If the Administrative Agent maintains a pool of preliminarily eligible households, the first series (five is a recommended standard) of eligible households that match the bedroom size of the available unit are sent a "Housing Opportunity Letter" and "Application for Certification" (including a list of required documentation) to complete.

- Interested households complete the application and generally contact the Administrative Agent for an interview. Interested eligible households are certified, and ineligible households are noticed in writing and removed from the applicant pool.

- Certified households obtain a mortgage pre-approval based on the MRP. The first randomly selected interested certified household from the applicant pool is invited to view the unit and has a limited period of time in which to make an offer (three days is a recommended timeframe). A certified interested household makes an offer.

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- The Owner/Seller and the certified interested household (now Buyer) execute a "Contract of Sale." The Administrative Agent ensures that the Deed, Recapture Mortgage, Recapture Mortgage Note and Disclosure Statement (Appendix J) form are submitted as part of the closing package to the attorney responsible for the closing or other closing agent.

- The Administrative Agent generally attends the closing to ensure that all necessary documentation is executed and subsequently recorded in the County Clerk's Office in the county in which the unit is located.

- Annually, the Administrative Agent shall send a mailing to the Owner of the affordable unit reminding them of the rights and requirements of owning an affordable unit.

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ROLES AND RESPONSIBILITIES

Responsibilities of the Municipal Housing Liaison

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Municipal Attorney, where appropriate (see **Responsibilities of the Municipal Attorney**). The primary purpose of the Municipal Housing Liaison is to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the Municipal Housing Liaison include the following duties, and may include the responsibilities for providing administrative services as described in the next Section under, **Responsibilities of an Administrative Agent**.

Monitor the status of all restricted units in the municipality's Fair Share Plan. Regardless of any arrangements the municipality may have with one or more Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in their community.

Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households. The Municipal Housing Liaison serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent.

Compile, verify and submit annual reporting. Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual COAH monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report to COAH. Any requests from COAH for additional information or corrections will be directed to the Municipal Housing Liaison.

Coordinate meetings with Administrative Agents and Developers/Affordable Housing Sponsors/Owners. When a new affordable unit or series of units is in the planning process, the Municipal Housing Liaison should coordinate a meeting between the Administrative Agent and the developer, affordable housing sponsor or owner. The developer, affordable housing sponsor or owner may serve as their own Administrative Agent, if they meet the applicable requirements and are approved by the municipality and COAH. The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all COAH-related local ordinances -- that have already been adopted by the municipality.

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It is the responsibility of the Municipal Housing Liaison, in conjunction with the Municipal Attorney, to have the affordable housing provisions of any Master Deed and Public Offering reviewed for consistency with COAH and UHAC regulations, before they are recorded and submitted to DCA for approval.

Provide Administrative Services, unless those services are contracted out. The responsibilities for providing administrative services are described in the next Section under, **Responsibilities of an Administrative Agent**.

Responsibilities of an Administrative Agent

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in the Administrative Agent's portfolio are sold to eligible households. Administrative Agents must:

Secure written acknowledgement from all developers, affordable housing sponsors and owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Create and adhere to an Operating Manual. All Administrative Agents are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.

Implement the municipality's Affirmative Marketing Plan. The Administrative Agent, the developer, affordable housing sponsor or owner could be responsible for implementing the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the Municipal Housing Liaison, Administrative Agent and the developer, affordable housing sponsor or owner, this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs may also be delegated to the developer, but this must be established by ordinance and a condition of approval of the Planning Board or Zoning Board.

Accept applications from interested households. In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Administrative Agent. The Administrative Agent will supply applicants with applications, provide additional information on available units and accept completed applications.

Conduct random selection of applicants for sale and resale of restricted units. The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual.

Create and maintain a pool of applicant households. This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.

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Determine eligibility of households. The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination on a household's eligibility must be provided within twenty (20) days of the Administrative Agent's determination of eligibility or non-eligibility. Whether or not the household is determined to be eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An Administrative Agent is required to ensure that all certified applicants execute a Disclosure Statement acknowledging the rights and requirements of owning an affordable unit, in the form of Appendix J of UHAC, as applicable.

Establish and maintain effective communication with owners and property managers. Owners and property managers of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent must immediately inform all owners and property managers of any changes to the Administrative Agent's contact information or business hours. The Administrative Agent must create and distribute annual mailings to all Owners of affordable units reminding them of the rights and requirements of owning an affordable unit.

Owners should be instructed to immediately contact the Administrative Agent in the following circumstances:

- If they are considering or have decided to sell their home.
- In the event they wish to refinance their mortgage or take out a home equity loan and, consequently, will be seeking a subordination of their mortgage.
- If they are seeking an increase in the sales price of their unit due to capital improvements.
- If they are seeking a Hardship Waiver to allow them to rent their unit.

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Preserve affordability controls during the sale of restricted units. Immediately upon being notified of an Owner's intent to sell their property, an Administrative Agent should inform the Owner of the Owner's role in the marketing and sale of the home. An Administrative Agent is responsible for extinguishing the affordability controls with the Seller and re-establishing them with the Buyer. An Administrative Agent is responsible for providing closing attorneys/agents with the appropriate legal instruments.

Ensure cancellations of Recapture Mortgages are effectuated. It is the Administrative Agent's responsibility to ensure that Recapture Mortgages are cancelled at the conclusion of the control period when the Recapture Mortgage is satisfied. If the Recapture Mortgage is being cancelled due to a sale of the property during the control period, then the Administrative Agent may wish to cancel the original Recapture Mortgage only after the Recapture Mortgage with the new Owner has been recorded.

Send out annual mailings about restrictions. Administrative Agents must annually mail to all Owners of affordable housing units a reminder of their rights and responsibilities as Owners of an affordable unit.

Ensure unit has Continuing Certificate of Occupancy at final transfer. To help ensure a healthy and safe living environment for all families, an Administrative Agent is responsible for obtaining an inspection or a certified statement from the local Building Inspector at the first sale after the expiration of the minimum affordability control period.

Serve as the custodian of all legal documents. An Administrative Agent is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, an Administrative Agent must maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes and Disclosure Statement (Appendix J).

Serve as point of contact on all matters relating to affordability controls. It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent should seek the counsel of the municipality's attorney on legal matters that threaten the durability of the affordability controls.

Provide annual activity reports to Municipal Housing Liaison for use in the annual COAH monitoring report. An Administrative Agent is responsible for collecting the reporting data on each unit in the Administrative Agent's portfolio.

Maintain and distribute information on HUD-approved Housing Counseling Programs.

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Responsibilities of the Municipal Attorney

The Municipal Attorney assists the municipality with developing, administrating, and enforcing affordability controls, including but not limited to:

- Assisting the Municipal Housing Liaison with the review of the affordable housing provisions of any Master Deed and Public Offering for consistency with COAH and UHAC regulations, before they are recorded and submitted to DCA for approval.

- Providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls, including reviewing legal documents and legal actions required on foreclosures and violations.

Responsibilities of Developers

When a new affordable unit or series of units is in the planning process, the developer of affordable housing should contact the Municipal Housing Liaison, who shall coordinate a meeting with the Administrative Agent, where applicable, and the developer, affordable housing sponsor or owner.

The purpose of this initial meeting is to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all COAH-related local ordinances -- that have already been adopted by the municipality.

If provided for by ordinance and made a condition of the approval of the planning board or zoning board of adjustment, the developer may be responsible for the costs of advertising affordable units.

The Administrative Agent will secure from the developer written acknowledgement that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Responsibilities of an Owner

Owners should read annual mailings from the Administrative Agent, and cooperate with any and all requests for information from either the Municipal Housing Liaison or the Administrative Agent.

The Owner may sell the unit only to a household that has been approved in advance and in writing by the Administrative Agent. No sale of the unit shall be lawful unless approved in advance and in writing by the Administrative Agent. No sale shall be for a consideration greater than the maximum resale price, as determined by the Administrative Agent.

When an Owner wishes to sell an affordable unit, it is the Owner's responsibility to notify the Administrative Agent and to execute a "Notice of Intent to Sell". If a potential, certified Buyer makes an offer of the maximum resale price of an affordable unit, then the Owner is obligated to enter into a sales contract with that Buyer for the sale of that unit or withdraw the "Notice of Intent to Sell".

An Owner may not rent out the Owner's unit to any other person, not even to members of the Owner's family.

The Owner shall at all times maintain the unit as his or her principal place of residence, defined as residing at the unit at least 260 days out of each calendar year.

An Owner shall make no improvements to the unit that would effect its bedroom configuration or to increase the maximum permitted resale price, except for improvements approved in advance and in writing by the Administrative Agent.

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The Owner shall pay all taxes and public assessments and assessments by the condominium association levied upon or assessed against the unit, or any part thereof, when they become due and before penalties accrue.

The Owner shall pay all charges of any utility authority when they become due and before penalties accrue.

The Owner shall not permit any lien, except those approved by the Administrative Agent, to attach and remain on the property for more than 60 days.

The Owner must have approval of the Administrative Agent if they wish to refinance their mortgage or take out a home equity loan and, consequently, will be seeking a subordination of their mortgage.

In the event that any first mortgagee or other creditor of an Owner of a low- and moderate-income unit exercises its contractual or legal remedies available in the event of default or nonpayment by the Owner of a low- and moderate-income unit, the Owner shall notify the Administrative Agent in writing within 10 days of such exercise by the first mortgagee or creditor and no later than 10 days after service of any summons and complaint.

An Owner shall notify the Administrative Agent within 10 days, in writing, of any default in the performance by the Owner of any obligation under either the master deed of the condominium association, including the failure to pay any lawful and proper assessment by the condominium association, or any mortgage or other lien against the low- and moderate-income unit, which default is not cured within 60 days of the date upon which the default first occurs.

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AFFIRMATIVE MARKETING

Overview of the Requirements of an Affirmative Marketing Plan

All affordable units are required to be affirmatively marketed using the Township of Colts Neck's Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affect ional or sexual orientation, disability, age, or number of children to housing units which are being marketed by an Administrative Agent or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to target households who are least likely to apply for affordable housing, and to target households throughout the entire housing region in which the units are located.

The Township of Colts Neck's Affirmative Marketing Plan can be found in the Appendix.

Every Affirmative Marketing Plan must include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and
- Broadcast of at least one advertisement by radio or television throughout the housing region.
- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious and civic organizations.

Although not a requirement of UHAC, COAH encourages municipalities to list all affordable housing units in their community on the New Jersey Housing Resource Center at www.njhousing.gov. The New Jersey Housing Resource Center is a free service to both owners and administrators of affordable housing and households seeking affordable housing opportunities.

A municipality may require that the costs of advertising affordable units are to be a developer's responsibility. Such a requirement must be a condition of the municipal planning board or zoning board approval and required by ordinance. If required by ordinance, the Operating Manual should include this requirement and outline a process to bill the developer for the advertising costs.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan must include the following information:

- The address of the project and development name, if any

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- The number of units, including number of sale units
- The price ranges of the sale units
- The name and contact information of the Municipal Housing Liaison, Administrative Agent or property manager
- A description of the Random Selection method that will be used to select applicants for affordable housing.
- Disclosure of required application fees, if any.

Advertisements must contain the following information for each affordable housing opportunity:

- The location of and directions to the units
- A range of prices for the housing units
- The bedroom size(s) of the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The business hours when interested households may obtain an application for a housing unit
- Application fees, if any

It is also recommended that the following information be included in the advertisements:

- Last date applications will be accepted
- Contact number of the Municipal Housing Liaison, Administrative Agent, or property manager
- A statement concerning the availability of credit, budget and/or homeownership counseling services
- If already adopted by ordinance, a statement concerning regional preference.

COAH recommends including the following statement on all advertisements. “Visit www.njhousing.gov for more affordable housing opportunities.”

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Regional Preference

The Township of Colts Neck has by ordinance provided that households that live or work in COAH Housing Region 4 comprised of the following counties Monmouth, Ocean and Mercer Counties shall be selected for an affordable housing unit before households from outside this region. Units that remain unoccupied after households who live or work in the region are exhausted, may be offered to the households outside the region.

Municipalities that wish to give preference to applicant households that live or work in their housing region must state this preference in the form of an ordinance. This preference cannot be limited to families that live or work in the host municipality – if preference is given, it must be given to all households that live or work in the housing region.

Implementation of the Affirmative Marketing Plan

The affirmative marketing process for affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Administrative Agent shall undertake all of the strategies outlined in the Township of Colts Neck Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all the units have been sold. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

An applicant pool will be maintained by the Administrative Agent for re-sales.

When a resale affordable unit becomes available, the applicants will be selected from the applicant pool and, if necessary, the unit will be affirmatively marketed as described above.

The selection of applicants from the applicant pool is described in more detail in this manual under Random Selection & Applicant Pool(s).

Developer, Affordable Housing Sponsor

If permitted by the municipality, the developer or affordable housing sponsor may be responsible for advertising the affordable housing in accordance with the municipality's adopted Affirmative Marketing Plan. Prior to publication or broadcast, draft copies of the marketing material must be submitted to the Municipal Housing Liaison for approval. Proof of publication must be submitted, including a copy of the final advertisements with a copy of the paid bill. Public Service Announcements shall be submitted by the municipality.

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Question: *How often should we advertise?*

Answer: Administrative Agents responsible for new developments, or newly hired Administrative Agents, must advertise initially to create an applicant pool. For new developments, advertising should begin four months prior to the anticipated occupancy of the units. Advertising should continue monthly until all units are sold or rented. Once all vacant units are filled with eligible households, the Administrative Agent can either close the applicant pool or keep it open. If the applicant pool has sufficient eligible households for approximately two years worth of turnover, COAH recommends that the applicant pool be closed and applications no longer be accepted. In this case, advertising does not need to be conducted until four months before the applicant pool is to be reopened. If the Administrative Agent wishes to keep the applicant pool open, they must conduct some form of advertising on a monthly basis. However, all the components of the Affirmative Marketing Plan do not need to be implemented every month. One strategy can be implemented each month on a rotating basis. The section on Random Selection provides more information on random selection and applicant pool maintenance to help determine how often advertising should be conducted.

Question: *My county doesn't have a library. How do I comply with the application availability rule?*

Answer: Only 11 of New Jersey's 21 counties have a county library (a list is included on COAH's website for Administrative Agents). If one or more of the counties in a housing region do not have county libraries, applications must be made available at the county administration building.

Question: *Our affordable housing development is very small. It is unnecessary for us to conduct monthly marketing initiatives and the number of applicants in our existing pool already exceeds the two-year rule of thumb. Is there any way for us to maintain compliance without conducting monthly outreach initiatives?*

Answer: COAH suggests that you attempt to partner with other municipalities in your housing region to help defray time and cost or close the applicant pool and do not accept applications until the applicant pool contains fewer applicants and affirmative marketing is implemented.

Question: *We have moderate-income units available, but not low-income units. Can we keep only the moderate portion of the applicant pool open?*

Answer: Yes. In fact, if you regularly have a type of unit that is hard to fill, you may tailor marketing initiatives to fill that type of unit. However, households that submit applications and are not interested or eligible for the targeted unit type must be notified that they will not be placed in the applicant pool until it is reopened for their unit type.

Question: *Are all developments required to conduct affirmative marketing, or just those with a certain number of units, for example, more than five units?*

Answer: All affordable units governed by UHAC are required to be affirmatively marketed. If it is burdensome for a small development to conduct its own affirmative marketing, the municipality and Administrative Agent(s) should consider conducting the affirmative marketing for all the units within the municipality at the municipal level, not at the development level. An alternative is to contract with an Administrative Agent who will do the affirmative marketing for your units as well as other units they manage.

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RANDOM SELECTION & APPLICANT POOL(S)

Initial Randomization

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

After advertising is implemented, applications are accepted for 30 days.

To help analyze the impact and success of various marketing initiatives, it is recommended that the Administrative Agent ask the applicants where they learned of the housing opportunity.

At the end of the period, sealed applications are selected one-by-one through a lottery (unless fewer applications are received than the number of available units, then all eligible households will be placed in a unit).

The Administrative Agent may also pre-qualify applicants as soon as applications are received, and only place preliminarily income-eligible applications in the lottery, provided that applicants are notified in writing of eligibility and non-eligibility in advance of the lottery.

Households are informed of the date, time and location of the lottery and invited to attend.

A municipal representative should also be invited to attend the lottery.

An applicant pool is created by listing applicants in the order selected.

Applications are reviewed for income-eligibility. Ineligible households are informed that they are being removed from the applicant pool or given the opportunity to correct and/or update income and household information.

Eligible households are matched to available units based upon the number of bedrooms needed (and any other special requirements, such as [regional preference or] the need for an accessible unit).

If there are sufficient names remaining in the pool to fill future resales, the applicant pool shall be closed.

Two years of turnover is a recommended standard.

When the applicant pool is close to being depleted, the Administrative Agent will re-open the pool and conduct a new random selection process after fulfilling the affirmative marketing requirements. The new applicant pool will be added to the remaining list of applicants.

Alternatively, for future resales only, the Administrative Agent can keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. This procedure may only be followed if the Administrative Agent engages in ongoing monthly affirmative marketing efforts according to the approved

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Affirmative Marketing Plan to ensure outreach to the housing region.

Randomization After Certification

Random selection is conducted when a unit is available, and only certified households seeking the type and bedroom size of the available unit are placed in the lottery. The process is as follows:

After advertising is implemented, applications are accepted for 30 days.

All applications are reviewed and households are either certified or informed of non-eligibility. (The certification is valid for 180 days, and may be renewed by updating income-verification information.)

Eligible households are placed in applicant pools based upon the number of bedrooms needed (and any other special requirements, such as [regional preference or] the need for an accessible unit)

When a unit is available, only the certified households in need of that type of unit are selected for a lottery.

Households are informed of the date, time, and location of the lottery and invited to attend.

After the lottery is conducted, the first household selected is given 14 days to express interest or disinterest in the unit. (If the first household is not interested in the unit, this process continues until a certified household selects the unit.)

Applications are accepted on an ongoing basis, certified households are added to the pool for the appropriate household income and size categories, and advertising and outreach is ongoing, according to the Affirmative Marketing Plan.

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MATCHING HOUSEHOLDS TO AVAILABLE UNITS

In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to implement the following policies:

- Provide an occupant for each unit bedroom;
- Provide children of different sex with separate bedrooms;
- Prevent more than two persons from occupying a single bedroom;
- Require that all the bedrooms be used as bedrooms; and
- Require that a couple requesting a two-bedroom unit provide a doctor's note justifying such request.

The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor.

A household can be eligible for more than one unit category, and should be placed in the applicant pool for all categories for which it is eligible.

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Question: *What happens if a moderate-income household "walks in" (when the applicant pool is closed and no affirmative marketing is being conducted) and I have a moderate unit available with no eligible moderate-income households in the applicant pool?*

Answer: If the Administrative Agent notices that a specific unit type is hard to fill and few eligible households are in the applicant pool, the Administrative Agent should conduct ongoing affirmative marketing for that unit type to ensure a steady stream of certified households and keep the list open for that unit type. The walk-in can be added to the list.

Question: *I am working with an applicant household that requires an accessible unit. Do they skip ahead on the list when an accessible unit becomes available?*

Answer: UHAC does not provide any guidance on this situation. However, COAH suggests that the Administrative Agent consider an accessible unit a unit type, just as a unit is defined by bedroom size. Therefore, if the Administrative Agent is using the initial randomization model, the first household on the randomized list that requires an accessible unit should be selected when an accessible unit becomes available. If the Administrative Agent is using the randomization after certification model, all households of the appropriate size who are in need of an accessible unit, would be selected, and randomized.

Question: *An applicant household has a daughter that has room and board at her college. Can they request a unit that is large enough for her to have a bedroom when she is at home?*

Answer: Yes. If the household has a student away at college who is still claimed as a dependent and maintains the parents' address as a legal address, the student should be counted in the household size.

Question: *If an Owner of an affordable unit receives a bid on their home from the first household selected from random selection and this offer is for less than the maximum resale price (MRP), must the Seller accept this price or can they ask that the next household selected bid on the house in hopes of getting the maximum resale price?*

Answer: The Seller of an affordable unit does not have to accept a bid that is less than the maximum resale price and may request that the next applicant household bid on their unit. However, if after a number of applicant households bid on the unit, the maximum resale price is not offered, the Seller could return to the highest bidding household or simply reject all offers and take the unit off the market. Sellers, however, should recognize that in some situations the resale market will not support holding out for maximum resale price, such as the condition of the unit or the unit in comparison to other units in the area.

Question: *Do I have to place a one-person household in a two-bedroom unit if there is no one-bedroom units available or the applicant requests a two-bedroom unit?*

Answer: A household should not be placed in a unit where there is more than one bedroom per household member. In order to deviate from these standards, the Administrative Agent must obtain written approval from COAH. If a development does not have any one-bedroom units, for example, the Administrative Agent should inform one-person households that they will not be offered a unit unless there are no eligible households with more than one person. The Administrative Agent should also refer one-bedroom households to other Administrative Agents within the municipality or region that offer one-bedroom units. The Administrative Agent must demonstrate that every effort has been made to find a household of the appropriate size and composition and that a hardship exists that would justify deviating from the established standard.

Question: *I am working with an applicant household that consists of two parents and five children. This household is applying for a three-bedroom unit. Should this household only be offered a four-bedroom unit?*

Answer: No. The administrator must strive to prevent more than two people from occupying one bedroom, as outlined in N.J.A.C. 5:80-26.4(c), but may not force a family to purchase or rent a larger unit as long as it does not violate municipal regulations for over-crowding.

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APPLICATION FEES

The Administrative Agent's fee schedule can be found in the Appendix.

HOUSEHOLD CERTIFICATION

Before any household can purchase a restricted unit, the Administrative Agent must certify the household as eligible. Certification of a household involves the verification of two critical pieces of data: 1) Household size and composition, including gender; and 2) The total income and assets for all household members over 18 years of age. The certification process begins with the applicant completing an application in its entirety and providing the required backup documentation. Once eligibility documents and data have been collected, the Administrative Agent can begin the process of calculating the household's income.

Procedure for Income-Eligibility Certification

The Administrative Agent shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.

- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.

- A letter or appropriate reporting form verifying monthly benefits such as

    - Social Security or SSI – Current award letter or computer print out letter

    - Unemployment – verification of Unemployment Benefits

    - Welfare -TANF[5] current award letter

    - Disability - Worker's compensation letter

    - Pension income (monthly or annually) – a pension letter.

- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order

[5] TANF – Temporary Assistance for Needy Families

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or recent original letters from the court or education scholarship/stipends – current award letter.

- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).

- Evidence or reports of income from directly held assets, such as real estate or businesses.

- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.

- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property, attach copies of all leases.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income. Restricted units constructed with Federal funds should consult the appropriate regulations, for example, HUD Section 42, to ensure compliance with applicable Federal regulations.

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions
5. Social security
6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
7. TANF
8. Verified regular child support
9. Disability
10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds

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12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.

13. Rent from real estate is considered income

14. Any other forms of regular income reported to the Internal Revenue Service

Not Income

1. Rebates or credits received under low-income energy assistance programs

2. Food stamps

3. Payments received for foster care

4. Relocation assistance benefits

5. Income of live-in attendants

6. Scholarships

7. Student loans

8. Personal property such as automobiles

9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements

10. Part-time income of persons enrolled as full-time students

11. Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

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To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household who is enrolled in a degree seeking program for 12 credit hours or more per semester; and part-time income is income earned on less than a 35-hour workweek.

The Real Estate Asset Limit

Except for federal programs, if an applicant's primary residence, which is to be sold upon purchase of an affordable unit, has no mortgage debt and is valued at or above the regional asset limit as published annually by COAH with COAH's Annual Regional Income Limits Chart, the household must be determined ineligible for certification.

However, if the applicant's existing monthly housing costs including taxes, homeowner insurance, and condominium or homeowner association fees exceed 38 percent of the household's eligible monthly income, the household will be exempt from the asset limit.

An applicant must provide a recent, Market Value Appraisal or Realtor Comparative Market Analysis, on the home they own unless the applicant has mortgage debt on the home or can demonstrate that the existing monthly housing costs exceed 38 percent of the household's eligible monthly income, in which case the applicant is exempt from the asset limit.

Before obtaining a professional appraisal, the applicant should review the property's tax appraisal and the current market value and compare it to the asset limit to avoid any unnecessary expense. For instance, if homes are commonly selling in the applicant's neighborhood for over $250,000, it is unlikely that an appraisal will determine a value below the asset limit.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the value of the property. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

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Maximum Monthly Payments

The percentage of funds that a household can contribute toward housing expenses is limited. However, an applicant may qualify for an exception based on the household's current housing cost (see below). The Administrative Agent will strive to place an applicant in a unit with a monthly housing cost equal to or less than the applicant's current housing cost.

A certified household is not permitted to purchase a unit that would require more than 33 percent of the verified household income to pay principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable. However, at the discretion of the Administrative Agent, this limit can be exceeded if the applicant:

- Obtains a firm mortgage loan commitment at the higher level from a licensed financial institution, under terms consistent with the requirements of the New Jersey Home Ownership Security Act of 2002, N.J.S.A. 46:10B-22 et seq.; and

- Submits a certification from a non-profit counselor approved by HUD or the New Jersey Department of Banking and Insurance that the household has received counseling on the advisability of the loan transaction.

Housing Counseling

The Administrative Agent is responsible for providing housing counseling, or providing referrals for counseling, as a part of the Affirmative Marketing Plan and during the application process. Although housing counseling is recommended, a household is only required to attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or a counseling agency approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced Housing Counseling Agency. If the Administrative Agent is not approved by HUD or by the NJ Department of Banking and Insurance, the Agent will make referrals to one of the HUD-approved housing counseling agencies in New Jersey. This counseling to low- and moderate-income housing applicants will focus on subjects such as budgeting, credit issues, and mortgage qualification, and is free of charge. A list of non-profit counselors approved by HUD and/or the New Jersey Department of Banking and Insurance is included on COAH's website and is available from the Administrative Agent.

The Applicant Interview

Ideally, the prospective applicant will be available to meet with the Administrative Agent to review the certification and random selection processes in detail and ask any questions they may have about the project or the process. However, scheduling time off from work may prove burdensome to the applicant. Applicants may also have mobility issues or special needs that also pose an obstacle to an interview. Therefore, the Administrative Agent is prepared to complete the certification process via telephone and mail. If an

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interview is to be conducted, the Administrative Agent will attempt to achieve the following objectives:

- Confirm and update all information provided on the application.

- Explain program requirements, procedures used to verify information, and penalties for providing false information. Ask the head of household, co-head, spouse and household members over age 18 to sign the Authorization for Release of Information forms and other verification requests.

- Review the applicant's identification and financial information and documentation, ask any questions to clarify information on the application, and obtain any additional information needed to verify the household's income.

- Make sure the applicant has reported all sources for earned and benefit income and assets (including assets disposed of for less than fair market value in the past two years). Require the applicant to give a written certification as to whether any household member did or did not dispose of any assets for less than fair market value during the past two years.

- Explain the requirement of obtaining a mortgage commitment in for-sale properties.

Records Documents Household Composition and Circumstances

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration

- Adoption papers, or legal documents showing adoption in process

- Income tax return

- Birth Certificate or Passport

- Alien Registration Card

Approving or Rejecting a Household

Administrative Agents must notify applicant households of their eligibility within twenty (20) days of the Administrative Agent's determination.

Households with a verified total household income that exceeds 80 percent of the regional income limit for the appropriate family size are ineligible for purchase or rental of restricted units. A letter rejecting the household's application shall be mailed to the household.

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Similarly, households with a verified total household income that is within the income limits, but too low to afford any of the units administered by the Administrative Agent shall be sent a letter rejecting the household's application, and/or referring them to housing counseling.

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the Administrative Agent is unable to place the household in a restricted unit at the conclusion of 180 days, an extension may be granted once the household's eligibility is verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent must secure from the applicant a signed and notarized acknowledgement of their requirements and responsibilities in purchasing a restricted unit. UHAC's Disclosure Statement (Appendix J) shall be forwarded to the applicants.

In addition to non-eligibility based on income, the Administrative Agent may deny a certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for down payment, or any other required facts and information. A household may also be denied certification if the Administrative Agent determines that there was a willful or material misstatement of fact made by the applicant.

Dismissal of Applications

Applications can be dismissed for the following reasons:

1. The application is not signed or submitted on time.

2. The applicant commits fraud, or the application is not truthful or complete.

3. The applicant cannot or does not provide documentation to verify their income or other required information when due.

4. The household income does not meet the minimum or maximum income requirements for a particular property.

5. The applicant owns assets that exceed the Asset Limit.

6. The applicant fails to respond to any inquiry in a timely manner.

7. The applicant is non-cooperative or abusive with the staff, property manager, landlords or the Sellers of affordable units.

8. The applicant changes address or other contact information without informing the Administrative Agent in writing.

9. The applicant is unable to obtain suitable and legitimate financing for a sale unit or fails to verify attendance in a homebuyer credit counseling program when required to do so by the program rules.

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10. The applicant does not respond to periodic update inquiry in a timely fashion.

11. The applicant fails to sign the Compliance Certification, Certificate for Applicant, Contract for Sale, Deed Restriction as may be required.

12. The applicant, once approved, fails to close on a sale in a timely manner.

Applicants will also be removed from all lists held by the Administrative Agent once they have been approved for an affordable unit. However, these applicants may re-apply for other opportunities in that municipality once they have occupied their unit.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, poor credit, uncooperative behavior or other serious matters.

Applicants are not automatically removed from sales lists if they do not respond to a Notice of Availability.

Applications may be held in abeyance for a period not to exceed 60 days if there is an error on the credit report, so that the applicant can correct the error and re-apply. Units will not be held open for that applicant. However, once the credit report is corrected, the applicant will be given a priority for the next opportunity at that property.

Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Executive Director of the Council on Affordable Housing (COAH), 101 South Broad Street, P.O. Box 813, Trenton, New Jersey 08615. The Executive Director's written decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action of COAH.

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Question: *Is it a requirement of UHAC that Administrative Agents meet with applicants in person?*

Answer: Because an applicant interview could prove to be burdensome to many households it is not a pre-requisite to purchase or occupancy, although it is encouraged. Administrative Agents should be prepared to conduct the household certification via mail.

Question: *With households filing taxes through e-filing, we are having trouble getting copies of tax returns. How can we get copies of e-filed tax returns?*

Answer: According to the IRS website, transcripts of previously filed tax returns can be ordered by completing a Form 4506-T or calling (800) 829-1040 and following the prompts in the recorded message. There is no charge for the transcript and you should receive it in 10 business days from the time they receive your request. Tax return transcripts are generally available for the current and past three years.

Question: *How can child support payments that are made in cash be documented?*

Answer: If the applicant is depositing the cash child support payments into a bank account, a series of statements from that account should be used to establish a trend of payments. If not, a notarized statement from the former spouse should be obtained to document the income.

Question: *Is it a requirement that the Administrative Agent always obtain a written statement from the household's employer(s) confirming their income and job status?*

Answer: No. However, when evaluating overtime and other income trends, such as bonuses, working directly with the employer is typically much more efficient and reliable than simply evaluating pay stubs.

Question: *Are there any potential issues with selling to a separated family that has a divorce pending?*

Answer: Yes, until a divorce is finalized, a spouse can make claim on a residence purchased by the other spouse. Until a divorce is finalized, it is suggested that Administrative Agents place these types of cases on hold.

Question: *How can income eligibility be established for someone that may have been out of work for two years, but had a job during the most recent tax year?*

Answer: As long as the applicant is currently employed, a series of consecutive pay stubs (at least 3 months) should be used to establish the income of an applicant in this or similar situations.

Question: *Can an applicant be required to attend and graduate from a Housing Counseling Program in order to purchase or rent a restricted unit?*

Answer: No. A household is only required to attend housing counseling if their monthly housing expense exceeds UHAC standards. Administrative Agents, however, are required to provide housing counseling or refer applicants to an approved Housing Counseling Program.

Question: *Do households with Section 8 vouchers automatically qualify for affordable housing under UHAC?*

Answer: Yes, a Section 8 voucher is acceptable for income qualification, provided the applicant meets the criteria of the lending institution. The Administrative Agent must still collect income verification documentation to match the household to an appropriately priced unit.

Question: *Does the Administrative Agent need to impute the value of a household's stocks as an asset?*

Answer: Only dividends from stock count towards a household's income. IRS Form-1099 from the previous year should be requested from the applicant if it was not part of their initial application.

Question: *In order to overcome inadequate or poor credit, can an applicant have a cosigner on a*

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mortgage?

Answer: No one outside the household, as certified by the Administrative Agent, may cosign or otherwise be party to any financing or legal instruments.

Question: *Does UHAC set a minimum income for eligibility for affordable housing?*

Answer: No, UHAC does not specify a minimum income for affordable housing units. However, an applicant household must be able to afford the unit and must not pay more than 33 percent for sale units or 35 percent for rental units of its monthly income (or 40 percent for age-restricted units), unless they meet the exemption criteria set forth in N.J.A.C. 5:80-26.7(b) or N.J.A.C. 5:80-26.13(b).

Question: *After I certify an applicant, how long is that certification valid?*

Answer: Pursuant to N.J.A.C. 5:80-26.16(b), an initial certification is valid for 180 days and may be extended for an additional 180 days once the household's eligibility is verified.

Question: *How do I document third-party assistance from a guarantor? For example, a relative is providing funds toward the applicant's purchase.*

Answer: Third-party funds should be placed into an applicant's bank account or in escrow prior to closing. In the case of a rental unit, the applicant should demonstrate regular deposits from third party assistance, or a notarized letter from the third party documenting future assistance. The Administrative Agent must receive a copy of the policy regarding guarantors from the developer, affordable housing provider or owner, so as to assure the policy is applied consistently.

Question: *If an applicant for affordable housing has a "reverse mortgage", how does an Administrative Agent count income from that mortgage?*

Answer: An applicant for affordable housing with a "reverse mortgage" would not be eligible for affordable housing unless that mortgage was satisfied or, at a minimum, a contract for sale of the market unit was in place. "Reverse mortgages" require that the mortgaged property remain the principal place of residence of the person taking the mortgage. Since this is also a requirement of affordable housing only one such residence can be owned or leased at any given time.

Question: *For the purpose of income-qualification, what is considered part-time income of full-time students?*

Answer: Under UHAC, part-time income of persons enrolled as fulltime students, who are reported as dependents to the IRS, is not included in income calculations for determining eligibility. COAH recommends stipulating in the Operating Manual the following criteria in applying this rule:

- A full-time student is a member of the household who is enrolled in a degree seeking program for 12 or more credit hours per semester; and
- Part-time income is income earned on less than a 35-hour workweek.

Please note that full-time income of full-time students is included in the income calculation.

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DETERMINING AFFORDABLE SALES PRICES

To determine the affordable sale prices the Administrative Agent uses the COAH calculators located at http://www.nj.gov/dca/affiliates/coah/resources/calculators.html.

Development Considerations and Compliance Issues

There are several regulations that must be considered from the development perspective before the sales prices of individual units can be calculated. These requirements should be discussed at the first meeting between the Municipal Housing Liaison, Administrative Agent and developer or affordable housing sponsor. The following is a summary of the requirements for ownership projects.

Bedroom Distribution. The standards on the distribution of unit sizes for affordable developments require that:

- The combined number of efficiency and one-bedroom units may be no greater than 20 percent of the total low- and moderate-income units;
- At least 30 percent of all low- and moderate-income units must be two-bedroom units;
- At least 20 percent of all low- and moderate-income units are three-bedroom units; and
- The remainder, if any, may be allocated at the discretion of the developer.

Age-restricted Units. Affordable age-restricted units are not held to these bedroom distribution standards. For affordable age-restricted units, the number of age-restricted low- and moderate-income bedrooms must be equal to or greater than the number of age-restricted units within the development. In other words, the average bedroom size in an age-restricted development must be equal to or greater than one bedroom per unit. For example, if the overall age-restricted development is 25 percent efficiencies, and 50 percent one-bedroom units, and 25 percent two-bedroom units, that equals an overall development bedroom size of exactly one bedroom per unit. An age-restricted development can meet this standard by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit, or any other combination that will equal a minimum of one bedroom per unit.

Pricing by Household Size. Initial sales prices and rents are based on targeted "model" household sizes for each size home as determined by the number of bedrooms. Initial sales prices and rents must adhere to the following rules. These maximum sales prices and rents are based on COAH's Annual Regional Income Limits Chart at the time of occupancy:

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- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

Size of Unit	Household Size Used to Determined Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

The above rules are only to be used for setting initial sales prices. They are not guidelines for matching household sizes with unit sizes. The pricing of age-restricted units may not exceed affordability based on a two-person household.

Determining Maximum Initial Sales Price

To determine the initial sales prices the Administrative Agent uses the COAH calculators located at http://www.nj.gov/dca/affiliates/coah/resources/calculators.html.

The maximum sales price for an ownership unit is determined by first calculating the amount that an appropriately sized household can afford for housing expenses at various income ranges. Several related expenses (homeowner insurance, private mortgage insurance (PMI), association fees and taxes) must then be subtracted from the household's maximum monthly contribution toward housing expenses to arrive at the maximum monthly mortgage payment. The calculated mortgage amount, a five percent down payment, and the current lending rate must be used to arrive at the maximum sales price.

Additional Regulations for an Ownership Development

In addition to the regulations in the previous Section entitled **Development Considerations and Compliance Issues**, ownership developments must also comply with the following regulations:

Division of Units: Low- and Moderate-income. In each affordable ownership development, at least 50 percent of all affordable units must be affordable to low-income households. The remaining affordable units must be affordable to moderate-income households.

Affordability Average. Each affordable development must achieve an affordability average of no more than 55 percent of the regional median income for restricted ownership units. In achieving this affordability average, moderate-income ownership

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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. Calculation of the affordability average is also available on COAH's website.

Maximum Initial Sales Price. The maximum initial sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of the regional median income.

Condominium/Homeowner Association Fees. Owners of affordable units and owners of market-rate units must be charged identical condominium or homeowner fees and/or special assessments.

However, affordable housing developments subject to a municipal ordinance adopted before October 1, 2001 may be exempt from this regulation if the ordinance establishes differing association fees or special assessments for market-rate and affordable unit owners. Condominium or Homeowner Association fees and increases must be considered when determining the maximum sales price and applicant's eligibility.

Determining Resale Prices

Calculating the maximum resale price (MRP) for an ownership unit involves applying the annual percentage increase corresponding with each calendar year since the Seller bought the house. No increase is permitted during the balance of the calendar year immediately after the sale. A Resale Price Calculator has been created by COAH to assist Administrative Agents with this calculation and is available on COAH's website. By selecting the proper county and inputting the year the home was purchased, along with the price the current Owner paid for the home, the calculator will determine the MRP for the home. The spreadsheet also includes a calculation to determine the maximum amount a homeowner may refinance, which requires the approval of the Administrative Agent.

Requests for Increases in Maximum Sales Price

The Seller of an ownership unit may ask the Administrative Agent to increase the sales price of their home beyond the maximum sales price under limited circumstances. Only those improvements "that render the unit suitable for a larger household or that add an additional bathroom" can increase the calculated maximum sales price. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger households. Additionally, the purchase of a central air conditioning system installed subsequent to the initial sale and not included in the initial sales price may be made a condition of the resale provided the price, subject to a 10-year straight-line depreciation, for example, a 10 percent reduction in value each year since installation, may be approved by the Administrative Agent. In this instance, the approved value of the central air conditioning does not increase the resale price, but is listed as a separate item on the HUD 1 form. Options or upgrades purchased at the time of the initial sale are not considered part of the initial sales price and therefore do not affect the value or sales price at the time of resale. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale.

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Determining the Recapture Mortgage Amount

The amount that the Mortgage Note recaptures is the difference between the fair market value and the restricted maximum sales price. Fair market value is based on either an appraisal of its unrestricted price or the unit's equalized assessed value of its unrestricted price, at the time of each purchase. For example, if the restricted sales price of the unit is $110,000 and the appraised unrestricted market value of the unit is $200,000, the Recapture Mortgage Note would be for $90,000. The Township of Colts Neck has determined to use the appraised value to establish the amount of the Recapture Mortgage.

WAIVERS AND EXEMPTIONS[6]

Hardship and Income Waivers

An Owner may not rent out the Owner's unit to any other person, not even to members of the Owner's family. The Administrative Agent may grant a Hardship Waiver for the following extenuating circumstances:

- The Owner's employer is temporarily sending the Owner to a work place a great distance from the Owner's home.

- The Owner is called up for military service

An Owner of a low-income unit may request that the unit be sold to a household whose income exceeds the established income eligibility criteria for a low-income household by submitting a written request for an Income Waiver to the Administrative Agent. The Owner must demonstrate that this request is consistent with the following reasons for an Income Waiver:

- The Owner has made a good faith effort to sell the unit to a certified household for 180 days in accordance with procedures required by the Administrative Agent and no certified household has made a "reasonable" offer during the180-day period. (A" reasonable" offer is any offer at or above the maximum sale price for a new unit at the original range of affordability at the time of the current sale)

- The Owner has demonstrated a willingness to consider price offers lower than the maximum allowable resale price, taking into account current market conditions and the marketability of the unit.

- The Owner has advertised the unit's availability in newspapers and other locations likely to be noticed by potential purchasers.

The Administrative Agent may grant an Income Waiver upon demonstration that the Owner has made a good faith effort to sell the unit and subject to COAH determining that there is an insufficient number of low-income purchasers in the market to permit prompt occupancy of the unit.

[6] Revised 4.24.08

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Upon receipt of a request for an Income Waiver,[7] the municipality shall have first option to purchase the unit at the approved resale price and holding, renting or conveying it to a certified household. The municipality shall have 30 days in which to exercise this option.

The Administrative Agent shall approve or deny a Hardship Waiver in writing within 30 days of receipt all requested verification.

The Administrative Agent shall approve or deny an Income Waiver in writing within 10 days of receipt of all requested verification from the Owner and a determination by COAH that there are an insufficient number of low-income purchasers in the market to permit prompt occupancy of the units. The Income Waiver shall be provided to the Owner with a copy to the Buyer at the time of closing. The original shall be filed with the Deed. The Income Waiver is only valid for the designated resale transaction. All future resales will be in accordance with the Deed restrictions and sold to income eligible households for no more than the approved indexed resale price.

The approval of an Income Waiver for a particular resale does not guarantee receipt of the maximum resale price to the Owner.

If the Administrative Agent denies a Hardship Waiver or Income Waiver, the Owner may appeal the decision of the Administrative Agent within 30 days from the date of notification of the decision of the Administrative Agent (see **Appeals**). If a written request has not been received within 30 days following the household's receipt of notification, the denial will be final. Owners shall be required to produce documentation to support their claim.

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Exempt Transactions

The following title transactions shall be deemed "non-sales" and the Administrative Agent shall provide the Owner receiving title with written confirmation of the exemption to those restrictions that determine occupancy of the unit.

- Transfer of ownership between former spouses ordered as a result of a judicial decrees of divorce or judicial decree of separation (but not including sales to third parties);

- Transfer of ownership between family members by will or intestate succession;

- Transfer of ownership through an Executor's Deed to a Class A beneficiary; and

- Transfer of ownership by Court Order.

An exempt transfer of ownership does not terminate the resale restrictions or existing liens on the property. All liens must be satisfied in full prior to subsequent resale and all

[7] Rev 5.16.08

subsequent resale prices must be calculated using the resale price index in compliance with the term of the affordable housing regulations.

The exempt transaction shall not be considered as a recorded transaction in calculating subsequent resale prices.

The Owner shall notify the Administrative Agent in writing of any proposed transaction that requires approval as an exempt transaction. The Owner shall supply the Administrative Agent with all necessary documentation to demonstrate that the transaction qualifies as an exemption as defined above. The Administrative Agent shall approve or deny in writing a request for a Certificate of Exemption within 15 days of the receipt of the request.

If the Administrative Agent denies the exemption, the Owner may appeal the decision of the Administrative Agent within 30 days from the date of notification of the decision of the Administrative Agent (see Appeals). If a written request has not been received within 30 days following the household's receipt of notification, the denial will be final. Owners shall be required to produce documentation to support their claim.

A Certificate of Exemption shall be filed with the Deed at the time of transfer of title.

VIOLATIONS, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the regulations governing the affordable unit by an Owner, the Administrative Agent shall have all the remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties that it will cause irreparable harm to the municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low- and moderate-income housing.

Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

MAINTENANCE OF RECORDS AND APPLICANT FILES

Pursuant to N.J.A.C. 5:80-26.14(a)8, N.J.A.C. 5:80-26.15(c) and N.J.A.C. 5:80-26.17 current records must be maintained by the Administrative Agent and outdated records must be given to the municipality for safe-keeping. A file must be created and maintained on each restricted unit for its control period.

Administrative Agents maintain detailed records on all marketing initiatives.

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Files To Be Maintained on Every Applicant

The Administrative Agent will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form.
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility.

Individual files will be maintained throughout the process.

Files To Be Maintained on Every Unit

The Administrative Agent will maintain files on every unit for the length of the affordability controls. The unit file will contain at a minimum:

- Base sales prices
- Identification as low- or moderate-income
- Description of number of bedrooms and physical layout
- Floor plan
- Original deed restriction
- Affordability control documents, including Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes, Disclosure Statement (Appendix J)
- Application materials, verifications and certifications of all present owners, pertinent correspondence, any documentation of home improvement, hardship or income waivers or other approvals granted by an AA, certificate of exemption

Files To Be Maintained on Every Project

The Administrative Agent will maintain files on every project for the length of the affordability controls. The project file will contain at a minimum:

- Condominium Master Deed
- Condominium Public Offering
- Crediting Information

Files To Be Maintained on The Applicant Pool

- Any changes to the applicant pool
- Any action taken with regard to the applicant pool
- Any activity that occurs that affects a particular applicant
- Current applications for all applicants whose status is active in the applicant pool
- The application, the initial rejection notice, the applicant's reply to the notice, a copy of the Administrative Agent's final response to the applicant, and all documentation of the reason the applicant's name was removed from the applicant pool.

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Monitoring

A sample Deed must be submitted for each project. Additionally, the current annual monitoring information required to be maintained and reported annually to the Municipal Housing Liaison can be found on COAH's website at http://www.nj.gov/dca/affiliates/coah/resources/muniliaisons.pdf. The information required for each unit includes but is not limited to:

- Street Address
- Block/Lot/Qualifier/Unit Number
- Housing Type
- Income: Very Low/Low/Moderate
- Initial Sale Price
- % of affordability
- Bedroom Type
- Age-restricted
- Handicap accessible/adaptable
- Co #, date
- Effective date of affordability controls
- Length of affordability controls (yrs)
- Date Affordability controls removed
- 95/5 unit

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Question: *How long must the Administrative Agent keep files on applications for affordable housing units and certified Owners/tenants of affordable housing units?*

Answer: Pursuant to N.J.A.C. 5:80-26.14(a)8, N.J.A.C. 5:80-26.15(c) and N.J.A.C. 5:80- 26.17 current records must be maintained by the Administrative Agent and outdated records must be given to the municipality for safe-keeping. A file must be created and maintained on each restricted unit for its control period.

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For-sale Housing Program Audit Checklist

☐	**UP-TO-DATE OPERATING MANUAL**	Comments
☐	Income Limits	
☐	Sample Forms and Letters	
	AFFIRMATIVE MARKETING	
☐	Copies of Display Ads	
☐	Copies of PSA Requests	
☐	Copies of Marketing Requests	
	RANDOM SELECTION	
☐	Log of Applications Received	
☐	Log of Random Selection Results	
☐	Database of Referrals	
	MAINTENANCE OF RECORDS	
	Files To Be Maintained on Every Applicant	
☐	Preliminary Application.	
☐	Application Form.	
☐	Income Verification, including spreadsheet to calculate applicant's income	
☐	Letter of Certification of Eligibility or	
☐	Letter of Determination of Ineligibility	
	Files To Be Maintained on Every Unit	
☐	Base sales prices	
☐	Identification as low- or moderate-income	
☐	Description of number of bedrooms and physical layout	
☐	Floor plan	
☐	Original deed restriction	
☐	Affordability control documents, including Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes, Disclosure Statement (Appendix J)	
☐	Application materials, verifications and certifications of all present owners, pertinent correspondence, any documentation of home improvement, hardship or income waivers or other approvals granted by an AA, certificate of exemption	
	Files to Be Maintained on Every Project	
☐	Condominium Master Deed	
☐	Condominium Public Offering	
☐	Crediting Information	
	MONITORING INFORMATION	
☐	Complete Monitoring Reporting Forms	

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14. Trust Fund Documentation

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KMA
KYLE+MCMANUS ASSOCIATES
POLICY
PLANNING
DESIGN

SPENDING PLAN

TOWNSHIP OF COLTS NECK | MONMOUTH COUNTY, NEW JERSEY

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JUNE 14, 2022

INTRODUCTION

The Township of Colts Neck has prepared a Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (*N.J.S.A.* 40:55D-1 et seq.), the Fair Housing Act (*N.J.S.A.* 52:27D-3.01) and the remaining valid regulations of the Council on Affordable Housing found at *N.J.A.C.* 5:93-1. A development fee ordinance creating a dedicated revenue source for affordable housing was adopted in 2004 and approved by the Superior Court on June 7, 2004. Among other attributes, the ordinance established the development fees to be collected and the terms of the Township's affordable housing trust fund. This Spending Plan projects anticipated collection of fees and directs how the trust fund monies will be dispersed through the end of the third round, July 1, 2025.

To date, Colts Neck has collected $1,694,183 in development fees and interest. There have been $629,511 expenditures toward affordable housing activity and administrative costs. All development fees, other income, and interest generated by the fund will be kept in an interest-bearing affordable housing trust fund account at Ocean First Bank. All affordable housing trust money shall be spent in accordance with *N.J.A.C.* 5:93-8.16 and consistent with this Spending Plan, as described in the sections that follow.

Affordable Housing Trust Fund Summary As of 05/01/22		
		Total Collected through May 1, 2022
Development Fees	+	$1,657,866
Interest	+	$36,318
Payments in Lieu of Construction	+	$0
Other Income	+	$0
Expenditures	-	$629,511
Ending Balance 5/1/22		**$1,064,673**

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THIRD ROUND REVENUES

In calculating a projection of revenue anticipated during the remaining Third Round, Colts Neck Township considered the following:

A. Development Fees. The Township anticipates that it will receive up to $680,467 from residential development and nonresidential development fees between May 1, 2022, and the end of Third Round, July 1, 2025.

   1. Residential and nonresidential projects that have had development fees imposed upon them at the time of preliminary or final development approvals.
   2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy.
   3. Future development that is likely to occur based on historical rates of development.

B. Payments in lieu of construction. The Township has not received any payments in lieu of construction and does not expect future revenues from this source.

C. Other funding sources. The Township has not received any funds from other funding sources and does not expect future revenues from this source.

D. Projected interest. Based on the current average interest rate and projected rates of development fee revenue, Colts Neck Township anticipates collecting $1,021 in interest between May 1, 2022 and the end of Third Round, July 1, 2025.

Assumptions. Colts Neck Township projects a total of $681,488 in revenue to be collected between May 1, 2022, and July 1, 2025, from residential and non-residential development fees, and accrued interest. Projected residential and non-residential development fees are based on approved development and development trends of the last five (5) years.

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Projected Revenue						
Revenue Source		**May - December 2022**	**2023**	**2024**	**Jul-25**	**Total**
Residential Development Fees	$1,064,673 STARTING BALANCE (As of 5/1/2022)	$122,146	$218,087	$218,087	$122,146	**$680,467**
Payments-In-Lieu		$0	$0	$0	$0	**$0**
Other		$0	$0	$0	$0	**$0**
Interest		$183	$327	$327	$183	**$1,021**
Total		**$122,330**	**$218,414**	**$218,414**	**$122,330**	**$681,488**

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ADMINISTRATIVE MECHANISMS TO COLLECT AND DISTRIBUTE FUNDS

The following steps for the collection and distribution of development fee revenues shall be followed by Colts Neck Township.

A. Collection of development fee revenues. All collection of development fee revenues will be consistent with the Township's development fee ordinance and the requirements of *N.J.S.A.* 40:55D-8.1 through -8.7.

B. Distribution of development fee revenues. The Municipal Affordable Housing Administrator, in concert with the Township Manager and Chief Financial Officer will process the distribution of funds. The release of such funds, with the exception of administrative use of funds, requires the adoption of a resolution by the Township Council. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

Colts Neck Township proposes to use the funds in the trust fund for the below listed items, pursuant to N.J.A.C. 5:93-8.16(a) and (c), during the Third Round:

- Rehabilitation Program
- Affordability assistance to very low-, low- and moderate-income buyers and renters of affordable housing units; and
- Administration of affordable housing units and the Township's affordable housing programs.
- Market to Affordable Program

For any other uses of affordable housing trust funds, the Township will apply to a court of competent jurisdiction or other authority, as the case may be, for an amendment to the Spending Plan.

REHABILITATION PROGRAM (N.J.A.C. 5:93-5.2)

The Township intends to spend up to $70,000 on rehabilitation activity through July 2025. The Township has a rehabilitation obligation of 25 units. The Township satisfies the rehabilitation obligation through participation in the Monmouth County Housing Improvement Program and operation of a supplemental Township rehabilitation program available to rental units.

The Township will expend a minimum average of $10,000 per unit rehabilitated and will do so consistent with the requirements set forth in the applicable COAH rules, *N.J.A.C*. 5:93-5.2. The program will be available to renter occupied units.

MARKET TO AFFORDABLE PROGRAM

The Township of Colts Neck will spend $969,384 on a market to affordable program in which market rate homes are purchased and sold to low or moderate income households. The applicable COAH rules requires a minimum of $25,000 per unit to subsidize a moderate-income unit and/or $30,000 per unit to subsidize each low-income unit; however, the Township's anticipated subsidies will be far greater. Given the median home value of $750,000 in the Township (July 2021 US Census Estimate), the Township intends to purchase up to 3 market rate housing units for this program.

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AFFORDABILITY ASSISTANCE (*N.J.A.C.* 5:93-8.16(C))

Colts Neck Township is required to spend a minimum of 30% of development fee revenue and interest to render existing affordable units more affordable. At least one-third of that amount must be dedicated to very low-income households (i.e., households earning less than 30% of the regional median income) or to create very low-income units. It may use a variety of vehicles to do this, including but not limited to the following:

- Down-payment assistance and security deposit assistance;
- Rental assistance;
- Low interest loans;
- Assistance with homeowners association or condominium fees and special assessments; and/or
- Converting low-income units to very-low-income units or creating new very low income units, etc.

The following table shows the calculations required to determine the minimum amount of affordability assistance.

Affordability Assistance Calculation		
Actual development fees through May 1, 2022		$1,694,183
Less Nonresidential Development Fee Reimbursements	-	$0.00
Development fees and interest projected, 2022 - 2025	+	$681,488
Less development fees collected to finance new construction of affordable housing	-	$0.00
Total	=	$2,375,671
30 percent requirement	x 0.30 =	$712,701
Less affordability assistance expenditures through May 1, 2022	-	$5,925
Projected minimum affordability assistance requirement	**=**	**$706,776**
Projected minimum very low-income affordability assistance requirement	**÷ 3 =**	**$235,592**

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Based on fees and interest collected to date, projected revenues, and affordability assistance expenditures to date, Colts Neck Township must dedicate not less $706,776 toward affordability assistance for income-qualified households in affordable units, including $235,592 for very low-income households. The municipality will operate security deposit and rental assistance programs to fulfill the affordability assistance requirements. See the Appendix to this Spending Plan for additional information.

ADMINISTRATIVE EXPENSES (N.J.A.C. 5:93-8.16(E))

Colts Neck Township may use affordable housing trust fund revenue for related administrative costs in an amount up to 20% of collected development fees. The table that follows provides a calculation of permitted administrative expenses.

Permitted administrative expenditures within this framework are as follows:

A. Township Attorney, Engineer, Planner and other staff (proportionate) salaries and fees related to plan preparation and implementation; and

B. Program administration expenses, such as but not limited to those for the administrative agent.

Administration Expenditure Calculation		
Actual development fees and interest through May 1, 2022		$1,694,183
Non-residential Development Fee Reimbursements	-	$0
Development fees and interest projected, 2022 - 2025	+	$681,488
Total	=	$2,375,671
20 percent maximum permitted administrative expenses	x 0.20 =	$475,134
Less administrative expenditures through May 1, 2022	-	$586,085
Projected Administrative Costs through July 1, 2025	**=**	**-$110,951**

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The Township recognizes it has exceeded its maximum administrative costs. In order to rectify this noncompliance, the Township commits to not expending money from the affordable housing trust fund for administration expenditures until its total administration expenditures are less than 20%.

EXPENDITURE SCHEDULE

Colts Neck Township intends to spend affordable housing trust funds on the rehabilitation, affordability assistance programs, and a market to affordable program.

Projected Expenditures					
Program	**May - December 2022**	**2023**	**2024**	**Jul-25**	**Total**
Rehabilitation	$10,000	$25,000	$25,000	$10,000	**$70,000**
Affordability Assistance	$88,347	$265,041	$265,041	$88,347	**$706,776**
Administration	$0	$0	$0	$0	**$0**
Market to Affordable	$121,173	$363,519	$363,519	$121,173	**$969,384**
Total	**$219,520**	**$653,560**	**$653,560**	**$219,520**	**$1,746,160**

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EXCESS OR SHORTFALL OF FUNDS

If funding should fall short of the amount necessary, the Township of Colts Neck will seek grants or low-cost loans, or use general revenues and its bonding capacity to meet such shortfall. In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to produce additional affordable housing through these programs or pursuant to a Court-approved amendment to this Spending Plan.

SUMMARY

The Township will expend affordable housing trust fund revenues pursuant to the regulations governing such funds and consistent with its Housing Element and Fair Share Plan. To date, Colts Neck has collected $1,657,866 in development fees and interest and anticipates an additional $681,488 in revenues before the expiration of the third round. There have been $629,511 in expenditures toward affordable housing activity and administrative costs. Based on those projected revenues, $70,000 will be spent on Township's rehabilitation program; $706,776 will be reserved for affordability assistance measures; and $969,384 will be spent on a market to affordable program.

Spending Plan Summary		
Affordable Housing Trust Fund Balance May 1, 2022		$1,064,673
Development fees and interest projected, 2022 - 2025	+	$681,488
Total	=	$1,746,160
Rehabilitation Program	-	$70,000
Affordability Assistance Program	-	$706,776
Administration	-	$0
Market to Affordable Program	-	$969,384
Excess Funds	**=**	**$0**

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APPENDIX: AFFORDABILITY ASSISTANCE PROGRAM

Security Deposit Assistance

Colts Neck will designate $353,388 of its affordable housing trust fund as a revolving Security Deposit Assistance Fund. An interest-free loan from the fund will be received by an income eligible renter with good credit standing who qualifies for a low- or moderate-income rental unit.

The security deposit assistance will be in the form of a cash loan equal to the security deposit amount determined by the landlord paid to the landlord on behalf of the tenant.

At the termination of the lease, the landlord will return the portion of the security deposit it determines to Colts Neck along with the interest earned. The tenant will repay any difference between the original security deposit amount and the portion returned by the landlord. Funds returned to the municipality will be placed in the affordable housing trust fund to be used for future security deposit assistance.

Rental Assistance

Colts Neck will designate $353,388 of its affordable housing trust fund as a Rental Assistance Fund. A rental supplement from the fund will be received by an income eligible renter with good credit standing who qualifies for a low- or moderate-income rental unit when only a unit in a higher income category is available (i.e.: placing a low-income household in a moderate-income unit, or placing a very-low income household in a low-income unit).

The amount of the rental supplement will be determined by Colts Neck as the difference between the restricted rent set by the landlord and 35 percent of the renter's gross monthly income. The rental supplement will be paid directly to the landlord each month by Colts Neck on behalf of the tenant.

Rental assistance does not need to be repaid by the tenant. If the tenant wishes to renew the lease, they must be re-income qualified and the rental supplement will be recalculated. If the tenant no longer qualifies for the rental assistance, but qualifies for the actual rent, they may renew the lease and stay in the unit, but will no longer receive rental assistance.

Administration

Colts Neck's Affordability Assistance Programs will be administered by the Township's affordable housing administrator. After an applicant is income qualified by the affordable housing administrator pursuant to the Department's rules and the Uniform Housing Affordability Controls, or cannot be qualified due to a need for assistance, an affordability assistance application will be completed and forwarded with all necessary documentation to the affordable housing administrator.

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The affordability assistance recipient will sign a contract with Colts Neck which states, at a minimum: the amount of funds granted, interest information, procedures, duration and conditions of affordability assistance, and repayment information.

The availability of any Affordability Assistance Programs must be noticed to all tenants of affordable units within Colts Neck and provided to all administrative agents of affordable units within Colts Neck.

An income eligible occupant or applicant for an affordable unit within municipality may not be denied participation in the Affordability Assistance Program(s) unless funding is no longer available.

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§ 102-15. Fees.

A. Nonrefundable application fees. The developer shall, at the time of filing an application, pay the following nonrefundable fee(s) to the Township of Colts Neck. Proposals involving more than one use or approval shall pay a fee equaling the sum of the fees for the component elements of the application. For subdivision, site plan and variance application in the A-4 District involving lower-income housing, the fee for each lower-income lot in a subdivision and for each lower-income dwelling unit in a site plan shall be waived. Escrow deposits, performance guaranties, inspection fees and maintenance guaranties shall be in addition to the application fees. For purposes of this section, "application" shall mean an application for development or a request for a determination by an approving authority under this chapter.

(1) Subdivision fees.

(a) Informal submission: $200.

(b) Sketch plat: $250 plus $25 per lot.

(c) Minor subdivision: $500 plus $175 per lot. **[Amended 8-11-2004]**

(d) Preliminary major subdivision: $1,000 plus $250 per lot. **[Amended 8-11-2004]**

(e) Final major subdivision: $350 plus $250 per lot. **[Amended 8-11-2004]**

(f) For tax map maintenance and updates: **[Amended 12-29-1999; 12-8-2010]**

[1] Minor subdivisions: $300.

[2] Major subdivisions: $200 per lot.

(g) Where new roads are proposed, $100 per road for update of Township Street and Road Map. **[Amended 12-29-1999]**

(h) Resubmission fee: $200 per resubmission for minor, preliminary or final approval after the first resubmission. **[Added 12-8-2010]**

(i) Extension of time: $100 per extension of time to minor, preliminary or final approval. **[Added 12-8-2010]**

(2) Site plan fees.

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(7) If moneys expended for professional services on an application exceed the posted escrow amount, the applicant shall pay such moneys within 14 calendar days from the mailing of notification of such deficit. Payment of such money shall be a mandatory condition of approval of all action taken by the Township. No construction permit or certificate of occupancy shall be issued until all such fees are paid. Any required escrow payment that has not been paid within 30 days of notification shall be turned over to the Township Attorney for collection and may include the placement of a lien on the property.

(8) Refunds for completed, dismissed or withdrawn applications. Upon completion, dismissal or withdrawal of an application, the applicant will be responsible for any and all professional fees accrued to date. The Chief Financial Officer shall render a written final accounting to the applicant on the uses to which the deposit was put within 45 days of receipt of the final bills for services from the relevant municipal professionals.

(9) The owner and developer shall execute a written agreement with the Township in a form approved by the Township Attorney to ensure the payment of all fees, charges and expenses pursuant to this subsection. This agreement must be executed by the applicant and included as an attachment to the development application at the time of filing. The application for development shall not be deemed complete until this requirement is satisfied. In addition to all other enforcement remedies which are otherwise provided by law, the escrow agreement shall provide that the Township may record the escrow agreement as a lien upon the premises in the event of default on the part of the applicant. **[Amended 12-29-1999]**

C. Affordable housing development fees. **[Added 6-9-2004[1]; amended 12-10-2008]**

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1. **Editor's Note: This ordinance provided that it shall take effect immediately upon final passage and publication according to law and filing with the Monmouth County Planning Board and approval by COAH and/or the Court through the issuance of a judgement of repose or other appropriate order. This ordinance also provided that it shall expire if the Court vacates the Township's judgment of repose or revokes this ordinance; the Township's judgment of repose expires prior to Township filing an adopted housing element with COAH, petitioning for substantive certification, or receiving COAH's approval of this ordinance; COAH dismisses or denies the Township's petition for substantive certification; or if the Township is under COAH's jurisdiction and has a certified housing element and fair share plan, COAH revokes substantive certification or this ordinance.**

(1) Residential development fees. Residential development that is not subject to the growth share provisions of § 102-46.6 shall be subject to an affordable housing development fee as follows:

(a) One-half of 1% of the equalized assessed value (EAV) of each new residential dwelling unit or reconstructed dwelling unit on an existing foundation prior to the effective date of Ordinance 2008-17 (December 10, 2008).

(b) One and one-half percent of the equalized assessed value (EAV) of each new residential dwelling unit or reconstructed dwelling unit on an existing foundation, provided no increase in density is permitted after the effective date of Ordinance 2008-17 (December 10, 2008).

(c) If a "d" variance is granted pursuant to N.J.S.A. 40:55D-70d(5) in any residential district in the Township of Colts Neck, then the additional residential units realized above what is permitted by right under the existing zoning will incur a bonus development fee of 6% of the EAV rather than the development fee of 1/2 of 1% or 1 1/2%, as applicable. If the zoning on a site has changed during the two-year period preceding the filing of the "d" variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the "d" variance application. [Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1 1/2% of the equalized assessed value on the first two units and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.]

(d) Developers of sites zoned for inclusionary development in the Township's A-6 Zoning District (prior court approval of Westminster Realty Corporation v. Twp. of Colts Neck et al., Docket No. MON-L-2954-99 Mount Laurel) shall be required to make a payment to the Colts Neck Housing Trust Fund in lieu of the on-site construction of low- and

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moderate-income housing units. The payment will be calculated on the basis of the following two-step formula:

[1] The number of set-aside units is calculated pursuant to the following formula: Set-aside units = (approved dwelling units/0.85) (0.15) rounded to the nearest tenth.

[2] The developer is required to make a payment of $25,000 to the Township's Housing Trust Fund for each set-aside unit or fraction thereof.

(2) Residential development fees. Eligible exactions, ineligible exactions and exemptions for residential development:

(a) Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.

(b) Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.

(c) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

(3) Nonresidential development fees within all zoning districts. Nonresidential developers, except for developers of the types of development specifically exempted, shall be subject to an affordable housing development fee of 2 1/2% of the equalized assessed value (EAV) of the land and improvements, for all new nonresidential construction as follows:

(a) Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay

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a fee equal to 2 1/2% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.

(b) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2 1/2% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time the 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.

(4) Eligible exaction, ineligible exaction and exemptions for nonresidential development. The following shall be exempt from payment of development fees pursuant to this subsection:

(a) The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the development fee of 2 1/2% unless otherwise exempted below.

(b) The fee of 2 1/2% shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

(c) Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c.46, as specified in Form N-RDF, the State of New Jersey Nonresidential Development Certification/ Exemption Form. Any exemption claimed by a developer shall be substantiated by that developer.

(d) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c.46, shall be subject to it at such time the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.

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(e) 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 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Township of Colts Neck as a lien against the real property of the owner.

(5) Determination and collection of fees.

(a) Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.

(b) For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, State of New Jersey Nonresidential Development Certification/ Exemption, to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the churches or places of worship, or any nonprofit nonresidential developer as per the instructions provided in Form N-RDF. The Township Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

(c) The construction official responsible for the issuance of a building permit shall notify the Township Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.

(d) Within 90 days of receipt of that notice, the Township Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

(e) The Construction Official responsible for the issuance of a final certificate of occupancy notifies the Township Tax Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

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(f) Within 10 business days of a request for the scheduling of a final inspection, the Township 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.

(g) Should the Township of Colts Neck fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (N.J.S.A. 40:55D-8.6).

(h) Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at issuance of the building permit and that determined at issuance of the certificate of occupancy.

(i) Appeal of development fees.

[1] A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the Township of Colts Neck. 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, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

[2] A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Township of Colts Neck. Appeals from a determination of the Director may be

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made to the State Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

(6) Housing trust funds. There are hereby created four separate interest-bearing housing trust funds in a named bank or depository to be named by resolution by the Township Committee for the purpose of receiving development fees from residential and nonresidential developers and proceeds from the sale of units with extinguished controls. All development fees paid by developers pursuant to this article shall be deposited in one of these funds. No money shall be expended from the housing trust funds unless the expenditure conforms to a spending plan approved by COAH or the Court as applicable. The four housing trust fund accounts in which collected fees are to be deposited include the following:

(a) Nonresidential Housing Trust Fund (after July 17, 2008): includes nonresidential development fees collected after July 17, 2008, in accordance with P.L. 2008, Chapter 46 (N.J.S.A. 40:55D-8.4 et seq.).

(b) Residential Trust Fund (COAH Round 3): includes residential development fees collected in accordance with this article and COAH Round 3 regulations (N.J.S.A. 5:97), after the effective date of this Ordinance 2008-17 (December 10, 2008).

(c) Residential and Nonresidential Trust Fund (COAH Round 2): includes nonresidential development fees collected prior to July 17, 2008, and residential development fees collected prior to the effective date of this Ordinance 2008-17 (December 10, 2008) and developments subject to Round 2 regulations.

(d) Residential and Nonresidential Trust Fund (COAH Round 1): includes nonresidential development fees collected prior to July 17, 2008, and residential development fees collected prior to the effective date of this Ordinance 2008-17 (December 10, 2008) and developments subject to Round 1 regulations.

(7) Use of funds.

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(a) The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the Township housing trust fund may be used for any activity approved by COAH to address Colts Neck's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 5:97-8.9 and specified in the approved spending plan.

(b) Funds shall not be expended to reimburse Colts Neck for past housing activities.

(c) At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the Township Fair Share Plan. One-third (33.3%) of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.

[1] 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.

[2] Affordability assistance to households earning 30% or less of median income may include buying down the

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cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income. The use of development fees in this manner shall entitle Colts Neck to bonus credits pursuant to N.J.A.C. 5:97-3.7.

[3] Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

(d) Colts Neck may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.

(e) No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

(8) Monitoring. Colts Neck shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Colts Neck's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH

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or approved by the court. All monitoring reports shall be completed on forms designed by COAH.

(9) Ongoing collection of fees. The ability for Colts Neck to impose, collect and expend development fees shall expire with its judgment of compliance unless Colts Neck has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's approval of its development fee ordinance. If Colts Neck fails to renew its ability to impose and collect development fees prior to the expiration of judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its housing trust fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to Section 20 of P.L.1985, c.222 (N.J.S.A. 52:27D-320). Colts Neck shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall Colts Neck retroactively impose a development fee on such a development. Colts Neck shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

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RESOLUTION NO:

RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF COLTS NECK, MONMOUTH COUNTY, NEW JERSEY, OF INTENT TO FUND SPENDING PLAN SHORTFALL FOR AFFORDABLE HOUSING PROGRAMS IN THE TOWNSHIP'S HOUSING ELEMENT & FAIR SHARE PLAN

WHEREAS, on June 12, 2015, the Township submitted a Declaratory Judgment Action to the New Jersey Superior Court; and

WHEREAS, the Township's 2022 Housing Element and Fair Share Plan requires the following municipal contributions for fulfillment of the Township's affordable housing obligation:

- Subsidy of rehabilitation program(s) to satisfy the rehabilitation obligation;

WHEREAS, the Township of Colts Neck anticipates that funding will come from the following sources to satisfy said obligation: sources including, but not limited to, the Township's affordable housing trust fund – development fee payments and in-lieu payments; and governmental sources such as the New Jersey Balanced Housing funding, Federal Home Loan Bank Board financing, HMFA bond financing, Small Cities funds and other governmental transfers; and

WHEREAS, in the event that the above funding sources prove inadequate to meet the Township of Colts Neck' funding obligation as stated herein, the Township of Colts Neck shall provide sufficient funding to address any shortfalls;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Colts Neck, County Of Monmouth, State of New Jersey, does hereby agree to fund any shortfalls in its affordable housing program that may arise whether due to inadequate funding from other sources or for any other reason, provided the funding shall support a mechanism stated herein and reflected in the FSHC Settlement Agreement and adopted housing element and fair share plan; and

BE IT FURTHER RESOLVED that said shortfall shall be funded by bonding if there are no other resources available.

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I, _____, Township Clerk of the Township of Colts Neck, do hereby certify that the above is a true copy of a resolution adopted by the Township Council at a meeting held on _____, 2022.

_____
_____
Township Clerk, Township of Colts Neck