

EXHIBITS

2025 FOURTH ROUND HOUSING PLAN

HOUSING ELEMENT & FAIR SHARE PLAN

COLTS NECK TOWNSHIP

MONMOUTH

NEW JERSEY



LIST OF EXHIBITS

1. Planning Board Resolution adopting the Housing Plan
2. Governing Body Resolution endorsing the Housing Plan
3. Order assigning the rehabilitation and fourth round obligation, dated April 1, 2025 and issued by the Hon. Linda Grasso Jones, J.S.C.
4. 2020 Third Round Settlement Agreement with Fair Share Housing Center
5. 2025 Final Judgment of Compliance and Repose, dated April 1, 2025 and issued by the Hon. Linda Grasso Jones, J.S.C.
6. RCA – City of Long Branch Documentation
7. The Grande Documentation
8. Amboy Road Associates Documentation
9. Mauro Documentation
10. Reflections at Colts Neck Documentation
11. Colts Neck Building Associates Documentation
12. Countryside Developers Documentation
13. Area 1 Documentation
14. Administration Documentation
15. Trust Fund Documentation

EXHIBIT 1.

PLANNING BOARD RESOLUTION ADOPTING THE HOUSING PLAN

**COLTS NECK TOWNSHIP PLANNING BOARD
RESOLUTION ADOPTING THE
2025 FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN
ON JUNE 9TH, 2025**

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, establishing a new framework for determining and enforcing municipalities' affordable housing obligations under the New Jersey Supreme Court's Mount Laurel doctrine and the New Jersey Fair Housing Act (the "FHA") (N.J.S.A. 52:27D-301 et al.); and

WHEREAS, pursuant to N.J.S.A. 52:27D-304.1(f)(1)(b), each municipality must adopt a binding resolution no later than January 31, 2025 determining its present and prospective fair share obligation for the Fourth Round; and

WHEREAS, pursuant to Administrative Directive #14-24 issued by the Administrative Office of the Courts on December 13, 2024, "[a] municipality seeking a certification of compliance with the [Fair Housing Act] shall file an action in the form of a declaratory judgment complaint and Civil Case Information Statement (Civil CIS) in the county in which the municipality is located" within 48 hours of adopting the municipal resolution of fair share obligations; and

WHEREAS, the Township of Colts Neck (the "Township") adopted a binding resolution on January 29, 2025 identifying its present and prospective fair share obligation for the Fourth Round; and

WHEREAS, the Township filed a Declaratory Judgement on January 30, 2025 identifying its present and prospective fair share obligation for the Fourth Round and committing to adopting and submitting a fourth round housing element and fair share plan as required by the FHA; and

WHEREAS, the FHA now requires, among other actions, that municipalities submit an adopted housing element in fair share plan on or before June 30, 2025;

WHEREAS, on March 27, 2025, the Hon. Linda Grasso Jones J.S.C. issued an order finding in favor of the Township's identified affordable housing obligation and authorizing the Township to proceed with preparation and adoption of a fourth round housing plan by June 30, 2025;

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board of the Township of Colts Neck (the "Board") held a public hearing on the 2025 Fourth Round Housing Plan Element and Fair Share Plan on June 9, 2025 during which the document was presented to the public and Board, and opportunity for comments and questions were provided; and

WHEREAS, upon the conclusion of the public hearing, the Board determined that the proposed 2025 Fourth Round Housing Plan Element and Fair Share Plan is consistent with the goals and objectives of the Master Plan of the Township of Colts Neck, 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 is designed to 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, Monmouth County, State of New Jersey, hereby adopts the 2025 Fourth Round Housing Plan Element and Fair Share Plan.

BE IT FURTHER RESOLVED that a written copy of this Resolution certified by the Secretary of the Planning Board to be a true copy to 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: Viola

SECONDED BY: Lutkewitte

ROLL CALL

YES: Torchia Buss, Corsi, Lutkewitte, Sullivan, Viola, Visci, Stivala

NO: Tobia, Taeschler

I hereby certify that this is a true copy of the Planning Board resolution adopting the 2025 Fourth Round Housing Plan Element and Fair Share Plan of the Township of Colts Neck, Monmouth County, State of New Jersey on June 9, 2025.



Krista A. Hill-Kane, Planning Board Secretary

EXHIBIT 2.

GOVERNING BODY RESOLUTION ENDORSING THE HOUSING PLAN

RESOLUTION 2025-

**RESOLUTION ENDORSING THE FOURTH ROUND HOUSING
ELEMENT AND FAIR SHARE PLAN AND AUTHORIZING AND
DIRECTING SUBMISSION OF THE PLAN TO THE AFFORDABLE
HOUSING DISPUTE RESOLUTION PROGRAM**

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, establishing a new framework for determining and enforcing municipalities' affordable housing obligations under the New Jersey Supreme Court's Mount Laurel doctrine and the New Jersey Fair Housing Act (the "FHA") (N.J.S.A. 52:27D-301 et al.); and

WHEREAS, the Amended FHA requires the Department of Community Affairs ("DCA") to calculate the Fourth Round Present and Prospective Need Obligation of municipalities within the state and establishing the New Jersey Affordable Housing Dispute Resolution Program; and

WHEREAS, the Township resolved in Resolution No. 2025-43 to accept the DCA-calculated Present Need or Rehabilitation Obligation of 0 and a Prospective Need Obligation of 101, subject to its right to a durational adjustment; and

WHEREAS, pursuant to the FHA, Administrative Directive No. 14-24, and Resolution No. 2025-43, the Township's professionals filed a Declaratory Judgment action with the Affordable Housing Dispute Resolution Program, under Docket Number MON-L-422-25; and

WHEREAS, no parties challenged the Township's present and prospective need obligations; and

WHEREAS, on March 27, 2025, the Hon. Linda Grasso Jones J.S.C. issued an order finding in favor of the Township's identified affordable housing obligation and authorizing the Township to proceed with preparation and adoption of a Fourth Round Housing Element and Fair Share Plan by June 30, 2025;

WHEREAS, the Township's Planning Board adopted the Fourth Round Housing Element and Fair Share Plan on June 9, 2025; and

WHEREAS, a true and accurate copy of the 2025 Fourth Round Housing Element and Fair Share Plan is annexed hereto as Exhibit A; and

WHEREAS, a true copy of the Resolution of the Planning Board adopting Fourth Round Housing Element and Fair Share Plan is annexed hereto as Exhibit B; and

NOW THEREFORE, BE IT RESOLVED the Township Committee of Colts Neck Township, Monmouth County, State of New Jersey, hereby endorses the 2025 Fourth Round Housing Element and Fair Share Plan as adopted by the Planning Board on June 9, 2025; and

BE IT FURTHER RESOLVED, the Township's professionals are directed to continue to take the actions necessary to continue participating in the Affordable Housing Dispute Resolution Program; and

BE IT FURTHER RESOLVED, the Township reserves the right to further amend the Fourth Round Housing Element and Fair Share Plan, should that be necessary.

I, Trina Lindsey, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of Colts Neck Township during the regular meeting held on the 11th day of June 2025

Trina Lindsey, Municipal Clerk

RECORD OF VOTE					
	M S	Yes	No	NV	Ab
Mayor Torchia Buss					
Deputy Mayor Viola					
Buzzetta					
Fitzpatrick					
Rizzuto					
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent					

EXHIBIT 3.

**ORDER ASSIGNING THE REHABILITATION AND FOURTH ROUND
OBLIGATION, DATED APRIL 1, 2025 AND ISSUED BY THE HON. LINDA
GRASSO JONES, J.S.C.**

PREPARED BY THE COURT:

**IN THE MATTER OF THE
DECLARATORY JUDGMENT
ACTION OF THE TOWNSHIP
OF COLTS NECK,
MONMOUTH COUNTY
PURSUANT TO P.L. 2024,
CHAPTER 2**

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – CIVIL PART
MONMOUTH COUNTY
DOCKET NO. MON-L-422-25

Civil Action

**ORDER FIXING MUNICIPAL
OBLIGATIONS FOR “PRESENT NEED”
AND “PROSPECTIVE NEED” FOR THE
FOURTH ROUND HOUSING CYCLE**

THIS MATTER, having come before the Court on its own motion, *sua sponte*, on the Complaint for Declaratory Judgment filed on January 30, 2025 (“DJ Complaint”) by the Petitioner, Township of Colts Neck (“Petitioner” or “Municipality”), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* (collectively, the “FHA”), and in accordance with Section II.A of Administrative Directive #14-24 (“Directive #14-24”) of the Affordable Housing Dispute Resolution Program (the “Program”), seeking a certification of compliance with the FHA;

AND IT APPEARING, that on October 18, 2024, pursuant to the FHA (as amended), the New Jersey Department of Community Affairs (“DCA”) issued its report entitled *Affordable Housing Obligations for 2025-2035 (Fourth Round)*,¹ therein setting forth the present need and prospective need obligations of all New Jersey municipalities for the Fourth Round housing cycle (the “DCA’s Fourth Round Report”);

¹ See https://nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf

AND IT APPEARING that, pursuant to the DCA's Fourth Round Report, the **present need** obligation of the Petitioner has been calculated and reported 0 affordable units, and its **prospective need** obligation of the Petitioner has been calculated and reported as 101 affordable units, and which calculations have been deemed presumptively valid for purposes of the FHA;

AND THE COURT, having determined that no interested party has filed a challenge to the Petitioner's DJ Complaint by way of an Answer thereto as provided for and in accordance with Section II.B of Directive #14-24 of the Program;

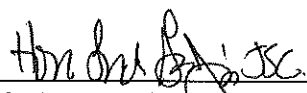
AND THE COURT, having found and determined, therefore, that the present need and prospective need affordable housing obligations of the Petitioner for the Fourth Round housing cycle as calculated and reported in the DCA's Fourth Round Report have been committed to by the Petitioner and are uncontested, and for good cause having otherwise been shown:*

IT IS, THEREFORE, on this 1st day of **APRIL, 2025 ORDERED AND ADJUDGED** as follows:

1. That the present need obligation of the Municipality, be, and hereby is fixed as 0 affordable units for the Fourth Round housing cycle.
2. That the prospective need obligation of the Municipality, be, and hereby is fixed as 101 affordable units for the Fourth Round Housing cycle; and
3. That the Petitioner is hereby authorized to proceed with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the present need and prospective need allocations aforesaid (and which plan shall include the elements set forth in the "Addendum" attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay.

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on the Petitioner and Petitioner's counsel.

SO ORDERED:



HON. LINDA GRASSO JONES, J.S.C.

(X) Uncontested.

*Pursuant to N.J.S.A. 52:27D-304.1, “[i]f the municipality meets th[e] January 31 [, 2025] deadline [for adoption of a binding resolution setting forth a determination of present and prospective fair share obligation for the fourth round], then the municipality’s determination of its obligation shall be established by default and shall bear a presumption of validity beginning on March 1, 2025, as the municipality’s obligation for the fourth round, unless challenged by an interested party on or before February 28, 2025.” The municipality’s determination of its present and prospective fair share obligation for the fourth round was adopted prior to January 31, 2025 in accordance with N.J.S.A. 52:27D-304.1, and no challenge was filed in response thereto. A presumption of validity thus attaches to the determination made by the municipality that is set forth in the resolution adopted by the municipality and which is incorporated within this order.

EXHIBIT 4.
2020 THIRD ROUND SETTLEMENT AGREEMENT WITH
FAIR SHARE HOUSING CENTER



Peter J. O'Connor, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammner, Esq.
Joshua D. Bauers, Esq.
Bassam F. Gergl, Esq.

March 18, 2020

Ronald L. Israel, Esq.
Chiesa Shahinian & Giantomasi PC
One Boland Drive
West Orange, NJ 07052

Richard J. Hoff, Esq.
Blisaier Hoff, LLC
25 Chestnut Street, Suite 3,
Haddonfield, New Jersey 08033

**Re: In the Matter of the Application of the Township of Colts Neck,
County of Monmouth, Docket No. MON-L-2234-15**

Dear Mr. Israel and Mr. Hoff:

This letter memorializes the terms of an agreement reached between: (1) the Township of Colts Neck (the "Township" or "Colts Neck"), the declaratory judgment plaintiff, and Fair Share Housing Center ("FSHC"), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV), and, through this settlement, an Intervenor-Defendant in this proceeding; and (2) the Township and Intervenor-Defendant Carole J. Schlumpf ("Schlumpf").

I. Background

Colts Neck filed the above-captioned matter on July 19, 2015, seeking a declaration of its compliance with the Mount Laurel doctrine and the Fair Housing Act of 1985 (the "FHA"), N.J.S.A. 52:27D-301 et seq., in accordance with Mount Laurel IV. Through the declaratory judgment process, the Township, FSHC, and Schlumpf agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delay and the expense of trial and results more quickly in the construction of homes for lower-income households.

II. Settlement Terms between the Township and FSHC

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and the FHA for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the Township and FSHC to arrive at a

settlement regarding the municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.

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

Rehabilitation Share (per Kinsey Report ¹)	25
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	218
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	306

4. For purposes of this Agreement, the Township's Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Township's efforts to meet its Present Need include the following: The Township will participate in the Monmouth County rehabilitation program in accordance with applicable law. During the compliance phase of this matter, the municipality may seek to demonstrate that a rental rehabilitation program is not necessary and/or to seek a reduction in the obligation via a structural conditions survey as permitted in N.J.A.C. 5:93-5.2(a) which structural conditions survey must be completed at least sixty (60) days prior to the Compliance Hearing. This is sufficient to satisfy the Township's Present Need obligation of 25 units.
6. As noted above, the Township has a Prior Round Prospective Need of 218 units, which is met through the following compliance mechanisms:

	Rental	Sale	Bonus	Credits
RCA with the City of Long Branch, approved by the Council on Affordable Housing in June 2006	0	0	0	107
The Grande (family for sale and rental)	22	66	22	110
Amboy Road Associates (family for sale)	0	1	0	1
Total	218			

For the purposes of settlement only, FSHC accepts and agrees not to contest the Council on Affordable Housing's ("COAH") prior approval of, and the Township's entitlement to, the above-referenced RCA credits and agrees to settle any and all claims that it may have to challenge either COAH's approval of the RCA between the Township and Long Branch, or Colts Neck's entitlement to the RCA credits. FSHC further endorses and supports the Township's application to the Court to approve the creditworthiness of the above-referenced RCA credits.

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

7. For the purpose of settlement only, the Township accepts the Third Round obligation of 306 units. The Township will utilize existing credits, proposed inclusionary zoning, and will seek a durational adjustment to meet the Third Round obligation, as follows:

	Units	Bonuses	Total	Status
Mauro / 704 / Cross Street (family for sale), Block 10, Lots 2 and 2.01; and Block 31.1, Lot 6	2	0	2	This 2-unit family for sale development includes 2 affordable homes, the first home occupied in 2017 and the second home anticipated to be occupied in 2020
Colts Neck Building Associates (family rental) Block 22, Lot 18	72	72	144	This 360-unit development will include a 20-percent set-aside of 72 affordable homes. The site is the subject of a durational adjustment in accordance with paragraph 8 of this Agreement. It is anticipated that sewer access will be obtained through Freehold Township Public Works system. Bonuses are recognized in accordance with the terms set forth in paragraph 9 below.
Countryside Developers (family for sale) Block 42, Lot 4 and Block 172, Lot 15	15	0	15	This 68-unit development will include a 22-percent set-aside of 15 affordable homes. The site is the subject of a durational adjustment in accordance with paragraph 8 of this Agreement. It is anticipated that sewer access will be obtained through Freehold Township Public Works system.
Reflections at Colts Neck (assisted living) Block 46, Lot 17.04	7	0	7	This assisted living development constructed in 2002 includes 72 assisted living units of which 10% or 7 units shall be reserved for Medicaid recipients.
Area 1 Overlay Zoning (88.73 ac; 8 du/ac) (family	142	0	142	This overlay zoning will apply to Block 46, Lots 13, 16 and 17 and Block 48, Lots 1-6, 19, and 39-41. The overlay zoning

for sale or rental)				will permit 8 units per acre with a 20-percent set-aside in an area of the municipality that includes vacant parcels or parcels with lower-density uses where redevelopment is likely if residential overlay zoning is permitted. The parcels that are included within this compliance mechanism do not have access to public sewer. Therefore, they will be the subject of a durational adjustment in accordance with paragraph 8 of this Agreement.
Total	238	72	310	

8. The municipality will address its Third Round Prospective Need obligation in part through a durational adjustment:
- As demonstrated by the facts set forth in Exhibit A, the Township does not have sufficient capacity for sewer to support inclusionary development and thus is entitled to a durational adjustment in accordance with N.J.A.C. 5:93-4.3;
 - The municipality has 9 credits from existing units as reflected above and needs a total of 306 credits to meet the Third Round obligation. The municipality therefore has a 297-unit obligation out of the total of 315 credits recognized in this Agreement for which it requires a durational adjustment.
 - The municipality agrees to comply with N.J.A.C. 5:93-4.3 as follows:
 - The Township/Borough will seek court approval for, and FSHC will support, a durational adjustment of 297 units and address the requirements of N.J.A.C. 5:93-4.3 through the following.
 - In accordance with N.J.A.C. 5:93-4.3(c), the requirement to address the Third Round Prospective Need obligation of 297 units shall be deferred until adequate water and/or sewer are made available. The Township shall, to the extent it is within the Township's authority, reserve and set aside new water and/or sewer capacity, when it becomes available, for low and moderate income housing, on a priority basis. Municipal officials shall endorse all applications to the Department of Environmental Protection ("DEP") or its agent to provide water and/or sewer capacity in the locations designated and rezoned to support inclusionary housing.
 - The Township has designated and rezoned the following sites for low and moderate income housing that lack adequate water and/or sewer and recognizes that the necessary approvals to provide sewer access to the following sites pursuant to the connections described in Exhibit A are likely to be obtained within two (2) years of the date of this Agreement:

Colts Neck Building Associates
Countryside Developers
Area 1 Overlay Zoning

- iv. Colts Neck further agrees as follows with regard to the effort to provide water or sewer for the above-referenced sites:
 1. The Township agrees to adopt resolutions endorsing the Inclusion of the parcels that are the subject of a durational adjustment in the appropriate sewer service area; to support and endorse, and if necessary become a co-applicant on, any and all applications made to Monmouth County, DEP, the Monmouth River Regional Sewer Authority ("MRRSA"), any of MRRSA's constituent members, the Ocean County Utilities Authority ("OCUA"), Ocean County and/or any other body politic or utility authority necessary in order to provide public sewer and water service to the parcels that are the subject of a durational adjustment by tie-in to existing sewer collection service through Freehold Township, Freehold Township Public Works, Howell Wastewater Management Area and/or Wall Township Sanitary Sewer Service (or in the case of the Area 1 Overlay Zoning, a closer available tie-in along Route 34 or another location acceptable to both the developer and the Township) and by tie-in to existing public potable water supply located in Freehold Township (the "Proposed Connection Locations"); to adopt and support resolutions related to the expansion of water franchise areas; to endorse and join in any request made by any party with an interest in the parcels that are the subject of a durational adjustment to MRRSA or any of MRRSA's constituent members regarding the procurement of a sewer allocation sufficient to service the planned developments on the parcels; to endorse and join in any request made by any appropriate party 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 parcels that are the subject of a durational adjustment by tie-in to the Proposed Connection Locations; to join any appropriate party as a plaintiff in any litigation necessary to procure public sewer and/or water for the parcels that are the subject of a durational adjustment by tie-in to the Proposed Connection Locations, including but not limited to any litigation against MRRSA, the Township of Freehold, MRRSA's constituent members, the County of Monmouth, the DEP, the County of Ocean, OCUA or any other necessary party.
 2. The Township shall cooperate with appropriate parties, and act in good faith and with continuity of purpose to assist developers in facilitating the provision of public water and sewer to the parcels that are the subject of a durational adjustment by tie-in to the Proposed Connection Locations. Such cooperation shall include, but not be limited to, introducing and recommending thirty (30) days after a fairness hearing in this matter a resolution supporting amendments sewer service areas and expansions of water franchise areas, entering into agreements, and taking any other reasonable steps necessary or required to help facilitate the provision of public water and sewer to the parcels that are the subject of a durational adjustment, placement within the appropriate sewer service area, and incorporation into an approved Monmouth

County Water Quality Management Plan ("WQMP") and the Township's Wastewater Management Plan ("WMP") to allow development of parcels that are the subject of a durational adjustment by tie-in to the Proposed Connection Locations. If necessary, the Township shall cooperate with and support any appropriate party in its efforts to obtain judicial approval, including any appeals.

3. With regard to the Area 1 Overlay sites, the Township and FSHC agree to the terms set forth in Exhibit B to this Agreement, which address the municipality's obligation to provide funds to support the provision of sewer to the Area 1 overlay sites. The municipality agrees to provide a form of developer's agreement that substantially incorporates and is consistent with the terms included in Exhibit B within sixty (60) days of the Court's approval of this Agreement after a fairness hearing.
 - d. The combination of the developments planned to meet the Township's obligation, in accordance with the terms of this Agreement, are sufficient to meet and exceed the Township's 306-unit Third Round Prospective Need. Therefore, the requirements included in N.J.A.C. 5:93-4.3(c)3 and 4 related to inclusion in a fair share plan when the DEP or its designated agent approves a proposal to provide water and/or sewer to a site other than those designated for the development of low and moderate income housing in the housing element are hereby waived in accordance with N.J.A.C. 5:93-4.3(c)4, which permits waiver of such requirements when a municipality has a plan that will provide water and/or sewer to sufficient sites to address the municipal housing obligation within the period of repose.
9. This Agreement recognizes 72 rental bonuses for Colts Neck Building Associates. The Township and FSHC agree as follows with regard to the Colts Neck Building Associates project and the Countryside Developers project:
- a. Prior to the fairness hearing in this matter, the Township shall provide to the Court, Court Master, and FSHC the Settlement Agreements that address the provision of water and sewer for these developments. The Township shall also provide evidence of the Colts Neck Building Associates developer's firm commitment to provide family rental housing.
 - b. The Colts Neck Building Associates project and the Countryside Developers project are the subject of a durational adjustment because they do not currently have access to sewer, although sewer access is anticipated to occur within twenty-four (24) months in view of the facts recognized above in paragraph 8 with regard to these sites. In accordance with N.J.A.C. 5:93-5.3(b), which addresses the amendment of applicable area wide water quality management plans and wastewater management plans, the Township and FSHC agree that the rental bonuses associated with the Colts Neck Building Associates development will need to be reevaluated if sewer access and all necessary approvals are not obtained within twenty-four (24) months after the approval of this Agreement following a fairness hearing in this matter. In the event sewer access and all necessary approvals are not obtained within twenty-four (24) months after the approval of this Agreement following a fairness hearing in this matter, the Township shall submit to the Court and FSHC an evaluation of efforts to provide sewer and water service to the Colts Neck Building Associates site and the timing of said sewer and water service receiving said approvals. Should the Court find that sewer and water service cannot be permitted or is not

forthcoming within six (6) months to the site, then the Township shall amend its plan and seek court approval for said amended plan to either (i) identify alternative rental bonus credits to which the municipality may be entitled, including, for instance, through development at Area 1, or (ii) address the potential for additional zoning or other compliance mechanisms that provide a realistic opportunity for the up to 72 bonuses lost due to the lack of sewer access or lack of necessary permits for sewer to the extent that sewer service approvals may be possible and/or address the Township's entitlement at such time to an expanded and/or modified form of sewer durational adjustment.

10. The Township will provide a realistic opportunity, as may be possible given the durational adjustment, for the development of affordable housing through the adoption of inclusionary zoning or overlay zoning on the following sites:

Colts Neck Building Associates (family rental) Block 22, Lot 18;
Countryside Developers (family for sale), Block 42, Lot 4 and Block 172, Lot 15;
and
Area 1 Overlay Zoning (88.73 ac; 8 du/ac) (family for sale or rental).

11. The Township agrees to require thirteen percent (13%) of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units ("VLI"), with half of the very low income units being available to families. The municipality will comply with those requirements as follows:

Development	Affordable Units	VLI units required
Colts Neck Building Associates (family rental) Block 22, Lot 18	72	10
Countryside Developers (family for sale) Block 42, Lot 4 and Block 172, Lot 15	16	2
Area 1 Overlay Zoning (88.73 ac; 8 du/ac) (family sale or rental)	142	19

12. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Township and FSHC and as reflected in the table in paragraph 7 above:

- Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- At least fifty percent (50%) percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
- At least twenty-five percent (25%) of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
- At least half of the units addressing the Third Round Prospective Need in total must be available to families.
- The Township agrees to comply with an age-restricted cap of twenty-five percent (25%) and to not request a waiver of that requirement. This shall be understood

to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed twenty-five percent (25%) of all units developed or planned to meet its cumulative prior round and Third Round fair share obligation.

13. 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 NJ Housing Resource 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 the affirmative marketing plan, 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.
14. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of ten percent (10%) of affordable units in rental projects being required to be at thirty-five percent (35%) of median income, thirteen percent (13%) of affordable units in such projects shall be required to be at thirty percent (30%) of median income, and all other applicable law. The Township as part of its Housing Element and Fair Share Plan shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the 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 that the Township is located within (i.e., 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 the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be eighty percent (80%) 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 fifty percent (50%) 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 thirty percent (30%) of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- b. The income limits attached hereto as Exhibit D are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2019, 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.
 - d. The Township and FSHC agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
15. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
16. As an essential term of this Agreement, within one hundred and twenty (120) days of the Court's approval of this Agreement after a fairness hearing, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and shall adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement, and it shall submit same to the Court, the Court Master, and FSHC for review. Within one hundred and twenty (120) days after the approval of this Agreement by the Court after a fairness hearing, the Township shall adopt all ordinances required to be adopted as part of this Agreement, and it shall submit same to the Court, the Court Master, and FSHC for review. The Township shall provide all relevant documentation evidencing entitlement to credits -- including, at minimum, deed restrictions and developer's agreements -- to the Court Master and FSHC at least 30 days prior to the Compliance Hearing in this matter (FSHC acknowledges having received satisfactory RCA documentation through mediation). The Township and FSHC agree to request that the Court schedule a Compliance Hearing at least one-hundred-twenty (120) days after the Court's approval of this Agreement after a fairness hearing.
17. The Township and FSHC agree that if a decision of a court of competent jurisdiction in Monmouth County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty percent (20%) of the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting and/or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and

otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

18. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
19. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and Fair Share Housing Center.
20. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
 - e. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.

- f. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
21. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The Township and FSHC agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
22. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the Township and FSHC contemplate that the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
23. The Township agrees to pay FSHC's attorneys fees and costs in the amount of \$30,000.00 within thirty (30) days of the Court's approval of this Agreement following the entry of an order approving this Agreement after a fairness hearing. The Township has delegated portions of this obligation to be paid as follows: (i) \$7,500.00 to be paid to FSHC by Colts Neck Building Associates; (ii) \$7,500.00 to be paid to FSHC by Countryside Developers; (iii) \$5,000.00 to be paid to FSHC by Schlumpf; and (iv) with the remaining \$10,000.00 to be paid to FSHC by the Township. Notwithstanding having delegated portions of the total obligation of \$30,000.00 to be paid by Colts Neck Building Associates, Countryside Developers and Schlumpf, respectively, if payment is not received by FSHC within thirty (30) days after the approval of this agreement by the Court following a fairness hearing the Township shall make the payment to FSHC within ten (10) days of FSHC's written request.

III. Settlement Terms between the Township and Schlumpf

Schlumpf is the owner of property in the Township, which is identified on the tax maps of the Township as Block 53, Lots 4, 5 and 7 and consists of approximately 37 acres (the "Schlumpf Property"). The Property is located within the Township's A-2 zoning district. A component of the Township's Compliance Plan, as defined herein, requires significant capital to provide for the extension of infrastructure to that portion of the Township referred to herein as Area 1. While the Schlumpf Property is not located within Area 1, Schlumpf has expressed a present interest to develop the Schlumpf Property, which development would generate a payment to the Township's affordable housing trust fund, which payment would be utilized to offset the costs associated with the extension of infrastructure to Area 1 (the "Schlumpf Trust Fund Payment"). However, the

current zoning provisions within the Township zoning code inhibit the prompt development and the anticipated residential yield of twenty-five (25) units on the Schlumpf Property.

The Township and Schlumpf hereby agree to the following terms in order to facilitate the development of the Schlumpf Property and, in turn, the tendering of the Schlumpf Trust Fund Payment:

24. Schlumpf proposes to develop the Schlumpf Property for a residential development consisting of not more than twenty-five (25) single family dwellings to be served by private wells and private septic systems. In order to allow for such a yield, the Township agrees that certain zoning provisions currently applicable to the Schlumpf Property will need to be amended in order to realize a development yield of twenty-five (25) units (the "Zoning Amendments"). Those Zoning Amendments' revisions include, but may not be limited to:
- a. Allowing a residential density not to exceed twenty-five (25) dwelling units for the Property;
 - b. Allowing a minimum frontage of one-hundred-fifty (150) feet for each residential lot to be created;
 - c. Revisions to those provisions of the Township zoning code that would impose buffer requirements and/or other lot restrictions that would inhibit or prevent a residential yield of twenty-five (25) residential units. Such Township zoning provisions include, but may not be limited to:
 - i. Section 102-94 (Design standards in stream corridors);
 - ii. Section 102-115 (Buffers);
 - iii. Section 102-90 (Buffers); and
 - iv. Section 102-87 footnote c requiring eighty-five percent (85%) or 75,000 square feet of each lot to be free of wetlands and associated buffer areas; floodplains; conservation, open space, drainage and right-of-way easements, landscaping easements, drainage easements, special water resource protection areas, scenic viewshed boundary and similar environmental features or encumbrances which restrict development of the property.
 - d. All such other regulations that may otherwise be applicable to the Schlumpf Property that could be interpreted so as to prevent the development of twenty-five (25) dwelling units on the Schlumpf Property.
 - e. The Township shall adopt the necessary Zoning Amendments as part of its period of compliance following approval of this Settlement Agreement by the Court.
25. The purpose of the Zoning Amendments is to facilitate the development of the Schlumpf Property in a manner that will provide for no more than twenty-five (25) residential units, in a manner that will provide on-site well and septic and will not require the extension of public infrastructure (water & sewer) into the Township and will result in a substantial Schlumpf Trust Fund Payment that will assist the Township in funding the infrastructure necessary for the development of Area 1. The Schlumpf Trust Fund Payment shall be paid on a per unit basis calculated a rate of 1.5% of the equalized assessed value for each of the residential units developed on the Schlumpf Property. The payment for each residential unit shall be made in accordance with the following schedule: (i) 50% of the fee as a condition of the issuance of the construction permit for each residential unit; and (ii) the remaining 50% of the fee as a condition of the issuance of the certificate of occupancy for each residential unit.

26. In reliance upon the Township's agreement to undertake the Zoning Amendments as a condition of the Court's approval of this Agreement, Schlumpf shall withdraw any objections it may have raised previously to the Township Compliance Plan and shall support the Township Compliance Plan as amended to include the development of the Schlumpf Property for not more than twenty-five (25) residential units, and as it may be further amended from time to time so long as such amendment does not materially affect the rights of Schlumpf hereunder. Schlumpf's support of the Township Compliance Plan shall include certifications, testimony and all other reasonable means of support as may be requested by the Township in connection with compliance hearings and the Township's Declaratory Judgment Action.
27. Schlumpf shall make a one-time payment to FSHC in the amount of \$5,000.00, representing Schlumpf's contribution to the attorney's fees and costs assessed to the Township by FSHC, and as referenced in paragraph 23 of this Agreement (the "Payment"). The Payment is due within thirty (30) days of the entry of an order approving this Agreement after a fairness hearing. In addition to all other remedies available to Schlumpf, the Township will reimburse Schlumpf for the Payment if the Township refuses to adopt the necessary Zoning Amendments within one-hundred-twenty (120) days after the approval of this Agreement by the Court after a fairness hearing.

IV. Settlement Terms applicable to All Parties

The Township, FSHC, and Schlumpf (collectively, the "Parties") hereby agree to the following terms:

28. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
29. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Monmouth County.
30. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. 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.
31. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
32. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

33. 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.
34. 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.
35. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
36. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of all Parties.
37. 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.
38. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
39. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
40. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

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

TO SCHLUMPF:

Richard J. Hoff, Esq.
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3,
Haddonfield, New Jersey 08033
Telecopier: 856-795-0312
Email: rhoff@bisgaierhoff.com

TO THE TOWNSHIP:

Ronald L. Israel, Esq.
Chiesa Shahinian & Giantomasi PC
One Boland Drive
West Orange, NJ 07052
Telecopier: (973)-530-2245
Email: risrael@csglaw.com

**WITH A COPY TO THE
MUNICIPAL CLERK:**

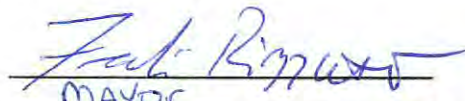
Beth Kara, RMC/CMC
124 Cedar Drive
Colts Neck, NJ 07722
Email: bkara@coltsneck.org

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.
Executive Director of Fair Share Housing Center

On behalf of the Township of Colts Neck, with the authorization
of the governing body:


MAYOR

Dated: 3/18/20

On behalf of the Intervenor-Defendant Carole J. Schlumpf:

Dated: _____

Exhibit A – Sewer Durational Adjustment Information

EXHIBIT A

- **Monmouth County's Development plans have limited the construction of sanitary and potable water infrastructure in Colts Neck, in order to protect environmentally sensitive areas.**

Monmouth County's Wastewater Management Plan for Colts Neck has consistently protected critical groundwater, surface water and agricultural resources that are unique to the Township. A crucial environmental receptor is the Swimming River reservoir that receives a majority of influent flow from surface water drainage from Colts Neck. Figure A presents Monmouth County's 1978 Water Quality Management Plan that characterizes Colts Neck as a Limited Growth Area. Figure A also identifies the Swimming River Reservoir and the reservoir's water shed boundary.

Figure B is the Monmouth County Future Wastewater Service Area Map, as adopted in March 2013. The figure demonstrates Colts Neck was not served by any regional sewage authority when the Wastewater Management Plan was finalized. Colts Neck continues to be served by onsite septic systems and a limited number of wastewater package plants.

According to NJAC 5:93-4.3(c), The lack of adequate capacity, in and of itself, shall constitute a durational adjustment of the municipal housing obligation. The requirement to address the municipal housing obligation shall be deferred until adequate water and/or sewer are made available. Figure B demonstrates Colts Neck currently has insufficient sanitary sewer service to support inclusionary development; therefore, a durational adjustment is justified.

Colts Neck's inclusionary proposal will require cooperation and infrastructure planning with neighboring Townships and various infrastructure providers.

Table 1 presents the conceptual¹ sanitary sewer connections, the existing utility providers and the approximate offsite utility distance to be installed to support the three proposed development projects. Overall, more than 5 miles of utilities may be installed to support the proposed projects.

**Table 1
Sanitary Sewer Utility Infrastructure Connections**

Infrastructure Related Utility Details	Colts Neck Building Associates	Countryside Developers	Area 1 Overlay Zoning
Tie-In to Existing Sewer Collection Service	Freehold Township or Freehold Township Public Works	Freehold Township Public Works	Howell Wastewater Management Area and Wall Township Sanitary Sewer Service or extend sanitary sewer service from a closer available tie-in along Route 34 or another location acceptable to both the developer and the Township
Approximate Length of New Utility Lines	~5,100 feet	~1,200 feet to tie-in to Grande Development across the street (Grande is already connected to Freehold Township Public Works)	~ 21,800 feet
Sanitary Sewer Service Area Provider	Manasquan River Regional Sewerage Authority (MRRSA)	Manasquan River Regional Sewerage Authority (MRRSA)	Manasquan River Regional Sewerage Authority (MRRSA)
Wastewater Treatment Plant / Regional Sewage Authority	Ocean County Utility Authority (OCUA): Northern Water Pollution Control Facility (NWPCF)	Ocean County Utility Authority (OCUA): Northern Water Pollution Control Facility (NWPCF)	Ocean County Utility Authority (OCUA): Northern Water Pollution Control Facility (NWPCF)
WWTP location	Brick	Brick	Brick

¹ The proposed trenching and piping to the utility connections are conceptual, based on research of the existing utilities and potential connection plans. Final design plans may vary from Table 1.

Figures

- Figure A Monmouth County's 1978 Water Quality Management Plan**
Figure B Monmouth County Future Wastewater Service Area Map

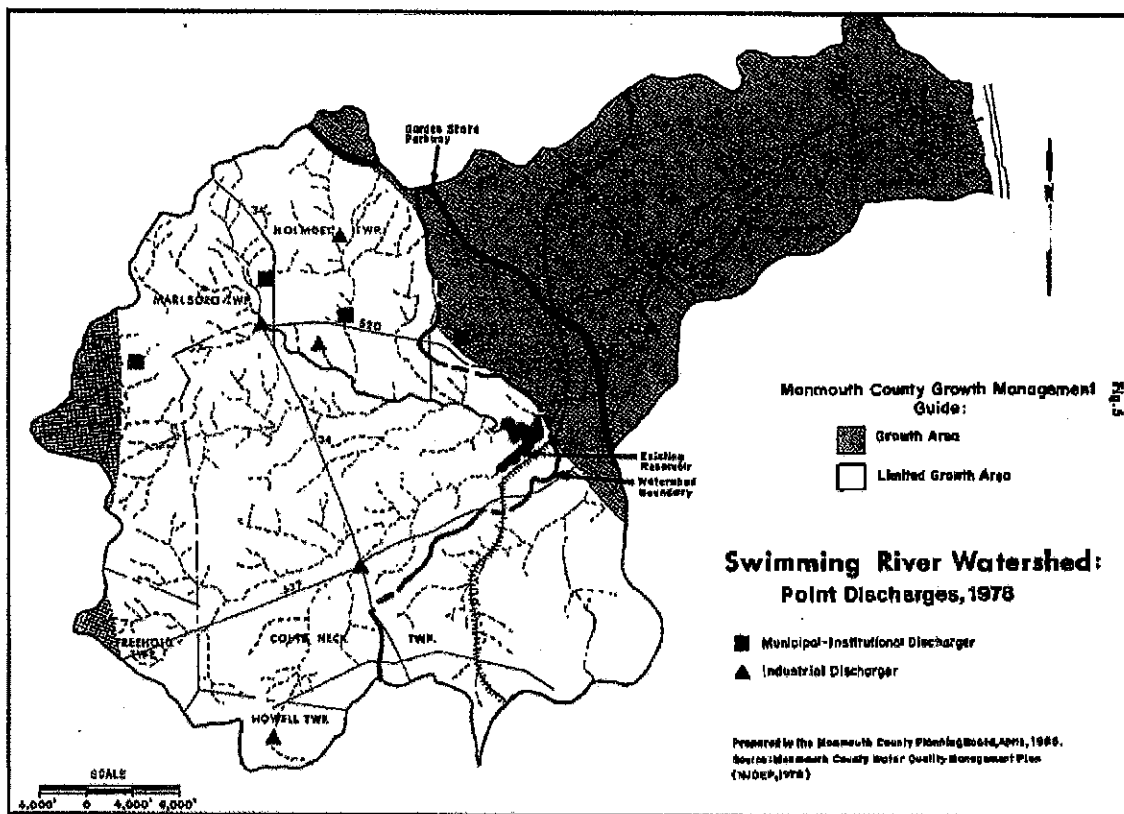


Exhibit B – The Provision of Sewer to Area 1

EXHIBIT B

The Township has determined to incorporate the properties designated as Block 48, Lots 5, 39 and 40 on the Tax Map of the Township of Colts Neck (the "Toll Project Site") into its Affordable Housing Plan.

The Toll Project site will be developed: (1) at a density that will permit a total of up to one hundred (100) residential units, eighty (80) residential units to be market rate units, and a twenty percent (20%) affordable housing set aside equating to twenty (20) units affordable to very low, low and moderate income households; and (2) with sanitary sewer service whereby Toll Brothers will extend sanitary sewer service from the Howell Wastewater Management Area and Wall Township Sanitary Sewer as Identified on Exhibit A to this Agreement (or extend sanitary sewer service from a closer available tie-in along Route 34 or another location acceptable to both Toll and the Township) to existing sewer collection service, if available (the "Proposed Sanitary Sewer Connection Location") to the Toll Project Site (the "Toll Project"). The completion of the Toll Project (including the extension of sanitary sewer service) shall be guaranteed by: (i) performance bonds to be obtained by Toll Brothers; as well as (ii) a performance guarantee agreement between Toll Brothers and the Township.

In furtherance of the Toll Project, Toll Brothers and the Township will enter into an Affordable Housing Grant Agreement, whereby the Township will issue the following grant monies to Toll Brothers to facilitate the current and future creation of affordable housing in the Township:

- (1) the developer fees (the "Obre Road Developer Fees") to be paid in connection with the development of Block 53, Lots 4, 5 and 7 located on the Tax Map of the Township of Colts Neck pursuant to the adoption of ordinances with terms specified herein (the "Obre Road Project"); and
- (2) in the event that Toll Brothers incurs actual costs in excess of \$3,000,000.00 to extend sanitary sewer service from the Proposed Sanitary Sewer Connection Location to the Toll Project Site (which actual costs incurred shall exclude any fees assessed by a county, regional or municipal utility authority or county, regional or municipal sewerage authority, including, but not limited to connection fees or tapping fees) ("Sewer Extension Costs"), the Township will provide grant monies to Toll Brothers up to the amount of \$2,000,000.00 to defray Sewer Extension Costs incurred by Toll Brothers in excess of \$3,000,000.00 to extend sanitary sewer service to the Toll Project Site (which may, in whole or in part, be paid from the Township's Affordable Housing Trust Fund);

(the "Affordable Housing Grant").

The issuance of the Affordable Housing Grant is conditioned upon:

- (1) Toll Brothers making a one-time payment to the Township in the amount of \$10,000.00 representing Toll Brothers contribution to the attorney's fees and costs assessed to the Township by FSHC, and as referenced in Paragraph 23 of this Agreement; and
- (2) the Township's receipt of the Obre Road Developer Fees (prior to the payment of the Obre Road Developer Fees to Toll Brothers as part of the Affordable Housing Grant); and

- (3) Toll Brothers first obtaining (prior to the payment of the Affordable Housing Grant) any and all necessary approvals for the Toll Project, including, but not limited to approvals from the Township, other municipalities, the County of Monmouth, the Monmouth County Planning Board, regional sewer authorities, the New Jersey Department of Environmental Protection and the New Jersey Department of Transportation (collectively, the "Required Government Approvals"); and
- (4) Toll Brothers guaranteeing completion of the Toll Project (including the extension of sanitary sewer service) by: (i) performance bonds to be obtained by Toll Brothers; as well as (ii) a performance guarantee agreement between Toll Brothers and the Township; and
- (5) Toll Brothers incurring Sewer Extension Costs in excess of \$3,000,000.00 to extend sanitary sewer service from the Proposed Sanitary Sewer Connection Location to the Toll Project Site (the procedure for establishing and documenting the Sewer Extension Costs shall be provided for in the Affordable Housing Grant Agreement).

The Affordable Housing Grant Agreement shall further provide that should Toll Brothers or its successors or assigns recover in excess of \$2,000,000.00 as a result of a sewer recapture ordinance to be enacted by the Township, any funds paid to Toll Brothers or its successors or assigns by virtue of the sewer recapture ordinance in excess of \$2,000,000.00 shall be, in turn, paid to the Township as partial or complete reimbursement of the Affordable Housing Grant.

In the event that either: (i) Toll Brothers does not enter into an Affordable Housing Grant Agreement with the Township within three (3) years of the date hereof; or (ii) the Affordable Housing Grant Agreement between Toll Brothers and the Township is thereafter terminated as a result of Toll Brothers being unwilling or unable to obtain the Required Government Approvals, the Affordable Housing Grant shall be made available by the Township to a developer of comparable reputation (as defined as having, at minimum, built in excess of 500 residential dwelling units through inclusionary development and having built not less than five inclusionary development projects of at least 100 single-family, apartment or townhome units) that will: (i) construct an inclusionary development in the Area 1 Zone pursuant to the zoning contemplated by this Agreement for the Area 1 Zone that will yield a minimum of twenty (20) units affordable to very low, low and moderate income households; (ii) provide sanitary sewer service to the inclusionary development by extending sanitary sewer service from the Howell Wastewater Management Area and Wall Township Sanitary Sewer as identified on Exhibit A to this Agreement (or extend sanitary sewer service from a closer available tie-in along Route 34 or another location acceptable to both the developer and the Township to existing sewer collection service, if available) to the inclusionary project site; and (iii) incur Sewer Extension Costs in excess of \$3,000,000.00 to extend sanitary sewer service to the inclusionary development.

The Township's obligation to make the Affordable Housing Grant available to a comparable developer shall be subject to:

- (1) the Township approving, in its reasonable discretion, the developer as having a comparable reputation to Toll Brothers based upon, at minimum, having built in excess of 500 residential dwelling units through inclusionary development and having built not

less than five inclusionary development projects of at least 100 single-family, apartment or townhome units; and

- (2) the Township and the developer entering into an Affordable Housing Grant Agreement; and
- (3) the developer guaranteeing completion of the inclusionary development project (including the extension of sanitary sewer service) by: (i) performance bonds to be obtained by the developer; as well as (ii) a performance guarantee agreement between the developer and the Township.

In the event that the Affordable Housing Grant is made available to a comparable developer, the issuance of the Affordable Housing Grant shall be conditioned upon:

- (1) the developer making a one-time payment to the Township in the amount of \$10,000.00 representing the developer's contribution to the attorney's fees and costs assessed to the Township by FSHC, and as referenced in Paragraph 23 of this Agreement; and
- (2) the Township's receipt of the Obre Road Developer Fees (prior to the payment of the Obre Road Developers Fees to the developer); and
- (3) the developer first obtaining (prior to the payment of the Affordable Housing Grant) any and all Required Government Approvals; and
- (4) the developer incurring Sewer Extension Costs in excess of \$3,000,000.00 to extend sanitary sewer service from the Proposed Sanitary Sewer Connection Location to the inclusionary development site (the procedure for establishing and documenting the same shall be provided for in the Affordable Housing Grant Agreement).

The Affordable Housing Grant Agreement shall further provide that should the comparable developer or its successors or assigns recover in excess of \$2,000,000.00 as a result of a sewer recapture ordinance to be enacted by the Township, any funds paid to the comparable developer or its successors or assigns by virtue of the sewer recapture ordinance in excess of \$2,000,000.00 shall be, in turn, paid to the Township as partial or complete reimbursement of the Affordable Housing Grant.

EXHIBIT C: 2019 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - May 2019 2019 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***	Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$66,607	\$71,385	\$76,122	\$85,037	\$95,158	\$98,559	\$102,765	\$110,377	\$117,989	\$125,602	2.6%	4.73%
	Moderate	\$53,266	\$57,092	\$60,898	\$68,910	\$76,122	\$79,167	\$82,212	\$88,302	\$94,391	\$100,481		
	Low	\$39,303	\$43,082	\$46,061	\$52,810	\$57,576	\$59,479	\$61,382	\$65,180	\$68,983	\$72,801		
	Very Low	\$19,982	\$21,489	\$22,857	\$25,691	\$28,546	\$29,586	\$30,629	\$33,113	\$35,297	\$37,580		
Region 2 Essex, Morris, Union and Warren	Median	\$70,537	\$75,376	\$80,614	\$90,691	\$100,767	\$104,794	\$108,829	\$116,480	\$124,952	\$133,013	2.6%	5.67%
	Moderate	\$56,430	\$60,460	\$64,491	\$72,535	\$80,624	\$83,834	\$87,063	\$93,512	\$99,961	\$106,410		
	Low	\$35,269	\$37,738	\$40,307	\$45,345	\$50,384	\$52,399	\$54,414	\$58,445	\$61,476	\$65,508		
	Very Low	\$18,161	\$21,673	\$24,184	\$27,207	\$30,230	\$31,439	\$32,649	\$35,067	\$37,485	\$39,904		
Region 3 Hudson, Passaic, Middlesex and Somerset	Median	\$82,810	\$88,725	\$94,640	\$106,470	\$118,300	\$123,032	\$127,764	\$137,228	\$146,692	\$156,156	2.6%	9.64%
	Moderate	\$66,248	\$70,960	\$75,712	\$85,176	\$94,640	\$98,476	\$102,312	\$109,774	\$117,234	\$124,692		
	Low	\$41,405	\$44,363	\$47,320	\$53,235	\$58,150	\$61,516	\$64,882	\$68,614	\$72,346	\$76,078		
	Very Low	\$24,843	\$26,613	\$28,392	\$31,941	\$35,490	\$36,810	\$38,129	\$41,168	\$44,208	\$46,847		
Region 4 Mercer, Monmouth and Ocean	Median	\$72,165	\$77,319	\$82,474	\$92,783	\$103,092	\$107,216	\$111,340	\$119,587	\$127,834	\$136,082	2.6%	3.91%
	Moderate	\$57,732	\$61,855	\$65,979	\$74,226	\$82,474	\$85,773	\$89,072	\$95,670	\$102,268	\$108,865		
	Low	\$36,082	\$38,660	\$41,237	\$46,392	\$51,546	\$53,608	\$55,670	\$59,794	\$63,917	\$68,041		
	Very Low	\$21,649	\$23,196	\$24,742	\$27,835	\$30,928	\$32,165	\$33,402	\$35,876	\$38,350	\$40,825		
Region 5 Burlington, Camden and Gloucester	Median	\$63,070	\$67,575	\$72,080	\$81,000	\$90,100	\$93,704	\$97,308	\$104,516	\$111,724	\$118,932	2.6%	3.09%
	Moderate	\$50,456	\$54,080	\$57,664	\$66,472	\$72,080	\$74,963	\$77,846	\$83,633	\$89,420	\$95,207		
	Low	\$31,335	\$33,788	\$36,040	\$40,543	\$45,050	\$46,852	\$48,654	\$52,255	\$55,856	\$59,457		
	Very Low	\$18,921	\$20,273	\$21,624	\$24,327	\$27,030	\$28,111	\$29,192	\$31,335	\$33,478	\$35,621		
Region 6 Atlantic Cape, May, Cumberland and Salem	Median	\$53,714	\$57,550	\$61,387	\$69,061	\$76,734	\$79,803	\$82,873	\$89,031	\$95,189	\$101,348	2.6%	5.13%
	Moderate	\$42,971	\$46,040	\$49,110	\$56,248	\$61,367	\$63,843	\$66,298	\$71,209	\$76,120	\$81,031		
	Low	\$26,837	\$28,775	\$30,694	\$34,330	\$38,367	\$39,902	\$41,436	\$44,506	\$47,575	\$50,644		
	Very Low	\$16,114	\$17,263	\$18,416	\$20,718	\$23,020	\$23,944	\$24,868	\$26,709	\$28,545	\$30,387		

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

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

** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:80-26.4(b)). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 was 2.2%. The increase for 2019 is 2.6% (Consumer price index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, or 2018 may increase rent by up to the applicable combined percentage including 2019 or 0.0% whichever is less in accordance with N.J.A.C. 5:80-26.4(c). In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:80-26.4(b)). 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 an event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

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

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

EXHIBIT 5.

**2025 FINAL JUDGMENT OF COMPLIANCE AND REPOSE, DATED APRIL
1, 2025 AND ISSUED BY THE HON. LINDA GRASSO JONES, J.S.C.**

Chiesa Shahinian & Giantomasi PC
105 Eisenhower Parkway
Roseland, NJ 07068
973.325.1500
Ronald L. Israel, Esq. (ID #040231996)
Thomas J. Trautner, Esq. (ID #018081999)
Attorneys for Plaintiff Colts Neck Township

In the Matter of the Declaratory Judgment
Actions Filed In the County of Monmouth,
State of New Jersey, Pursuant to In re Adoption
of N.J.A.C. 5:96, 221 N.J. 1 (2015)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MONMOUTH
COUNTY
DOCKET NO. MON-L-2234-15

Civil Action
(Mount Laurel)

**FINAL JUDGMENT OF COMPLIANCE
AND REPOSE**

THIS MATTER having been opened to the Court by Ronald L. Israel, Esq. and Thomas J. Trautner, Esq., attorneys for petitioner Township of Colts Neck (hereinafter “the Township”), appearing, and on consent of Intervenor Fair Share Housing Center, Inc. (“FSHC”), by Joshua Bauers, Esq. and Ariela Rutbeck-Goldman, Esq., and upon approval of the Court Appointed Special Adjudicator, Frank Banisch, (“Special Adjudicator”); and

THIS MATTER having previously come before the Court on a fairness and preliminary compliance hearing on June 23 and 25, 2020 and, on August 13, 2020, the Court entered an Order of Fairness and Preliminary Mount Laurel Compliance; and this matter having previously come before the Court in accordance with an order setting December 6, 2022 as the date for a Final Compliance Hearing to consider whether the Township’s Amended Housing Element Fair Share Plan (“Amended HEFSP”) submitted on June 15, 2022 satisfies its affordable housing responsibilities under applicable law and entitles the Township of a judgment of compliance and repose, and on November 21, 2024, the Court entered an order of judgement of fairness and conditional compliance approving the Township’s Amended HEFSP subject to certain required amendments as set forth in the order and accompanying decision (“November 21, 2024 Order”); and whereas the Township had previously addressed the following requirements of the August 13, 2020 Order of Fairness and Preliminary Mount Laurel Compliance:

- a. Adoption of Ordinance 2020-19 (Affordable Housing);

- b. Adoption of Ordinance 2020-15 (amending the Land Development Regulations for the A-4 Mixed Housing District);
- c. Adoption of Ordinance 2020-17 (amending the Land Development Ordinance for the A-6 residential district to permit multi-family residential buildings);
- d. Adoption of Ordinance 2020-20 (establishing the MU-1 Mixed Use Overlay Zoning District);
- e. Adoption of a Development Fee Ordinance (Section 102-15 of the Township Code);
- f. Adoption of Resolution 2022-162 (authorizing Colts Neck Building Associates, LLC to appoint Piazza & Associates as the Administrator of the inclusionary development project located at Block 22, Lot 18 (f/k/a) Lots 11, 12, 13 & 14);
- g. Adoption of Resolution 2019-26 (approving and endorsing Block 22, Lot 18 (f/k/a) Lots 11, 12, 13 & 14 to be included in the sewer service area element of Monmouth County's Wastewater Management Plan and Authorizing Expansion of the Suez Franchise Area);
- h. Adoption of Resolution 2018-142 (approving and endorsing Block 42, Lot 4 to be included in the sewer service area element of Monmouth County's Wastewater Management Plan);
- i. Adoption of Resolution 2021-172 (approving and endorsing the delivery of public water service by Gordon's Corner Water Company to Block 22, Lot 18 (f/k/a) Lots 11, 12, 13 & 14); and

this matter now comes before the Court in accordance with the November 21, 2024 Order setting March 7, 2025 as the date for a hearing on whether the Township complied with the requirements of the November 21, 2024 Order; and at such hearing, the Township, by Thomas J. Trautner, Jr., Esq., and FSHC, by Joshua Bauers, Esq. and Ariela Rutbeck-Goldman, Esq., appeared; and Special Adjudicator Banisch provided the Court with testimony and a report dated March 6, 2025 that the Township has satisfied the requirements of the November 21, 2024 Order; and the Court having reviewed the testimony and exhibits and representations by Special Adjudicator Banisch and counsel; and the Court having provided an opportunity for interveners and interested persons and parties to ask questions and provide comments on the matters addressed in the proceeding; and good and sufficient cause having been shown for entry of this Final Judgment; and for the

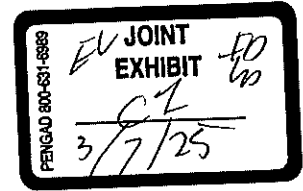
reasons placed on the record during March 7, 2025 hearing;

IT IS on this 21st day of April, 2025, **ADJUDGED, DECLARED AND ORDERED** as follows:

1. The Court declares that the Township of Colts Neck is in compliance with its Constitutional obligation to create a realistic opportunity for the development of affordable housing to very low, low, and moderate income households as defined in what is commonly referred to as the Mount Laurel Doctrine and the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq., through and including all cycles or rounds up to and including any and all obligations that may have been determined to exist through July 1, 2025, as set forth in the November 21, 2024 Order.
2. The Township's affordable housing obligations were determined as follows: Rehabilitation Share of 25 units; Prior Round Obligation of 218 units; and Third Round Prospective Need of 306 units. The Township's Prospective Need includes the Gap Period Present Need.
3. Per the November 21, 2024 Order, the Township is granted a durational adjustment pursuant to N.J.A.C. 5:93-4.3 and is not eligible for a waiver under N.J.A.C. 5:93-4.3(c)(4).
4. The Township has satisfied the requirements of the November 21, 2024 Order.
5. Per the Court's November 21, 2024 Order Granting Fair Share Housing Center's Motion to Enforce Litigants Rights and Directing Modification of Colts Neck's Proposed Housing Element and Fair Share Plan and Spending Plan, the Township is obligated to committing to at least \$2 million toward extending water and/or sewer service to affordable housing in the Area 1 Overlay Zone.
6. When required to permit development of a site for low and moderate income housing in accordance with N.J.A.C. 5:93-4.3, the Township shall cooperate and take the steps necessary to seek modification of any applicable access management plan with the New Jersey Department of Transportation.
7. The Township is entitled to this Final Judgment of Compliance and Repose and immunity from exclusionary zoning lawsuits, including but not limited to "builder's remedy" lawsuits, for its third round Mount Laurel affordable housing obligations, with said protections extending through and expiring on July 1, 2025.

8. The Court retains jurisdiction over this matter solely for the purposes of enforcement of this Judgment of Compliance and Repose, the Township's 2025 Housing Element and Fair Share Plan, and any applicable settlement agreements.
9. A copy of this Order shall be served on the Special Adjudicator, all counsel of record and all parties or interested participants who have registered their interest via ecourts via notice from ecourts and the attached service list within seven days of receipt by counsel for Petitioner.

/s/ Linda Grasso Jones, J.S.C.
HON. LINDA GRASSO JONES, J.S.C.



REPORT OF THE SPECIAL ADJUDICATOR

IN THE MATTER OF THE APPLICATION

OF THE TOWNSHIP OF COLTS NECK

DOCKET No. MON-L-2234-15

REGARDING COLTS NECK'S SATISFACTION OF

ALL REQUIREMENTS OF THE NOVEMBER 21, 2024 JUDGMENT OF

FAIRNESS AND CONDITITONAL COMPLIANCE AND REPOSE

Prepared by:

Francis J. Banisch III, PP/AICP
111 Main Street
Flemington, NJ 08822

The original document was signed and sealed on March 6, 2025 in accordance with Chapter 41 of Title 13 of the State Board of Professional Planners.

Francis J. Banisch III, PP/AICP
Professional Planner #1686

Introduction

The purpose of this report is to present my review and recommendations as the Court-appointed Special Adjudicator regarding whether Colts Neck has satisfied the requirements of Your Honor's November 21, 2024 Judgment of Fairness and Conditional Compliance and Repose. That Judgment found that the adopted Housing Element and Fair Share Plan (HEFSP) submitted by Colts Neck complies with Colts Neck's Mount Laurel Third Round obligation, provided the required amendments and related materials were adopted. You also declared the March 18, 2020 settlement agreement between the Colts Neck, Fair Share Housing Center and Carole Schlumpf not to be void. Additionally, Colts Neck's request for a durational adjustment was granted without a waiver, which will require the Township to endorse any applications to DEP for wastewater treatment to serve affordable housing development.

Satisfaction of Conditions of November 21, 2024 Judgment of Fairness and Conditional Compliance and Repose

This report has reviewed the terms of the Judgment against the Township's submission. My findings are detailed below with the terms of the Judgment outlined in **bold** and numbering that corresponds to numbering in the November 21, 2024 Judgment.

- 3. Colts Neck must amend the proposed HEFSP, submitted to the court on June 15, 2022 to provide that Colts Neck must adopt and maintain in Area 1 the overlay zoning provided in the March 18, 2020 settlement agreement.**

The Township adopted a Housing Element and Fair Share Plan on February 11, 2025, which was endorsed by the Township Committee (Resolution 2025-59). The Plan includes the Area 1 overlay zone discussion as outlined in the March 18, 2020 settlement agreement. As stated in the Plan, Area 1 includes properties in the (B-1) Business District including Block 46, Lots 13, 15, 16, 17 and Block 48, Lots 1, 2, 3, 4, 5, 6, 19, 39, 40, 41. The Plan and ordinance permit a density of eight (8) units per acre with a 20% set aside.

- 4. Colts Neck must amend the proposed HEFSP to provide that Colts Neck remains obligated under Exhibit B to the March 18, 2020 settlement agreement to provide the financial contribution to a sewer system in Area 1.**

The adopted 2025 Housing Element and Fair Share Plan includes "Exhibit B" regarding the March 18, 2020 settlement agreement to provide contributions to a sewer system in Area 1.

- 6. The waiver granted to Colts Neck under the March 18, 2020 settlement agreement is vacated and Colts Neck must thus endorse all applications to the NJDEP or its agent to provide sewer capacity.**

The adopted Housing Element and Fair Share Plan provides a commitment to endorse all applications to the NJDEP or its agent to provide sewer capacity.

7. Colts Neck must amend its proposed housing element and fair share housing ordinance to permit development where the NJDEP or its designated agent approves a proposal to provide infrastructure to a site for the development of affordable housing.

The adopted Plan includes acknowledgement to permit development where the NJDEP, or its agent, approves a proposal to provide infrastructure to support the creation of affordable housing.

8. Colts Neck must amend the proposed HEFSP to remove the three market to affordable units and the potential application of affordable housing trust fund monies to that program.

The market for affordable units have been removed from the HEFSP and the spending plan accordingly.

9. Colts Neck must work with a qualifying developer of comparable reputation to that of Toll Brothers to facilitate sewer service to Area 1.

The adopted plan provides a statement committing the Township to work with a qualifying developer to facilitate sewer in Area 1. The plan states the Township will:

“Work with a qualifying developer of comparable reputation to that of Toll Brothers to facilitate sewer service to Area 1.”

10. Colts Neck must reserve and set aside new sewer capacity, when it becomes available, for affordable housing on a priority basis.

The adopted plan provides a statement to set aside and prioritize any newly available sewer capacity to facilitate affordable housing creation.

“1. Notwithstanding the lack of adequate water and/or sewer at the time a municipality petitions for substantive certification, the municipality shall reserve and set aside new water and/or sewer capacity, when it becomes available, for low and moderate income housing, on a priority basis.”

1. Amend the HEFSP to include the Area 1 overlay zone.

The adopted, amended Housing Element and Fair Share plan includes the Area 1 overlay.

2. Amend the HEFSP and Spending Plan to remove the market to affordable program.

The Township has provided an amended and adopted Spending Plan (Resolution 2025-60) eliminating funding for the market to affordable program.

3. Revise the Spending Plan to distribute funds to mechanisms in the plan, including funds for sewer.

The adopted Spending Plan provides funding to the approved affordable housing mechanisms and sewer infrastructure needs.

4. **Work with a qualifying developer of comparable reputation to that of Toll Bros. to facilitate sewer service to Area 1.**

The adopted plan provides a statement committing the Township to work with a qualifying developer to facilitate sewer in Area 1.

5. **Provide adopted versions of the Planning Board and Township Committee resolutions endorsing the amended HEFSP.**

The Township has provided the Planning Board Resolution adopting the Housing Element and Fair Share Plan dated February 11, 2025 and the Governing Body endorsement (Resolution 2025-59).

6. **Cease use of trust funds toward administrative expenses.**

The adopted Spending plan recognizes the Township's over expenditure of funds for administrative purposes and confirms no additional administrative fees will be drawn from the trust fund until recapture, as follows:

"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%."

7. **Provide a governing body resolution approving the Spending Plan.**

The Governing Body approved the Spending plan (Resolution 2025-60).

8. **Provide an adopted version of the draft operating manual for rental affordable units.**

The Township adopted the "Operating Manual for Rental Affordable Units" (Resolution 2025-61), and "Operating Manual for For-Sale Affordable Units" (Resolution 2025-62).

9. **Provide a signed, adopted version of the governing body resolution approving bond issuance.**

The Township provided the adopted intent to bond ordinance (Resolution 2025-63).

10. **Provide additional information concerning the Monmouth County Rehabilitation program, including a structural conditions survey.**

The Township has provided an appendix in the adopted Plan consisting of the Monmouth County rehabilitation program "Homeowners Guide and Additional Information Guide" released by the County in February 2020. The Township elected not to prepare a structural conditions survey.

11. **Provide an ordinance designating a municipal housing liaison.**

The Township has designated the Township Planner as the municipal housing liaison (Resolution 2025-46).

12. Provide documents showing creditworthiness for the 7 assisted living units at Reflections at Colts Neck.

The appendix to the Plan includes creditworthiness information for the assisted living facility. The documentation includes the NJ Health Facilities listing for Reflection at Colt's Neck, Planning Board resolution of approval for preliminary and final major subdivision and site plan dated November 10, 1998, and CO issued January 31, 2002.

13. Provide a resolution appointing an administrative agent for affordable units other than those at CNBA.

The Township has designated the Township Planner as the Affordable Housing Agent (Resolution 2025-45).

14. Provide adopted versions of the affirmative marketing plan and resolution.

The Affirmative Marketing Plan has been provided as has the resolution adopting the Plan (Resolution 2025-44).

Satisfaction of Condition of the September 24, 2021 Order Granting Interested Party's Motion For Intervention And Relief Pursuant To Fairness Order, in Part

I will also note that Paragraph 7 of this order requires that:

It is further ordered that the Township take steps necessary to amend the NJDOT Highway Access Management Plan to allow for the Toll Project.

I do not know whether this requirement has been addressed but now would be an appropriate time for the Township to detail such steps as may have been taken.

Summary and Recommendation

This report has been prepared to determine whether all requirements of the November 21, 2024 Judgment of Fairness and Conditional Compliance and Repose have been satisfied. Based upon the analysis undertaken herein, I find that Colts Neck Township has taken all the necessary actions to qualify for an unconditional final judgment.

I also note that the Township should document the steps taken toward securing an amendment to the State Highway Access Management Code for the former Toll property.

I trust that these findings and recommendations will assist the Court in this matter.

EXHIBIT 6.

RCA – CITY OF LONG BRANCH DOCUMENTATION



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
101 SOUTH BROAD STREET
PO Box 813

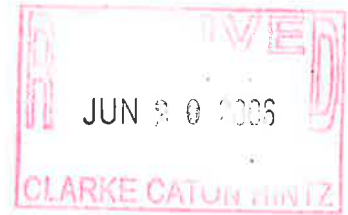
TRENTON, NJ 08625-0813

(609) 292-3000

FAX: (609) 633-6056

coahmail@dca.state.nj.us

June 15, 2006



JON S. CORZINE
Governor

SUSAN BASS LEVIN
Commissioner

LUCY VOORHOEVE
Executive Director

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
Executive Director

enclosure

c: attached service list

Kathy McGlinchy, COAH



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

Colts Neck Twp/Long Branch RCA
June 2006



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



**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.

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

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	<u>\$875,000</u>
		\$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	<u>\$875,000</u>
		\$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

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

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

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).

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

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 COUNTYDOCKET NO. MON-L-2954-99
Civil Action - Mt. LaurelFINAL JUDGMENT OF COMPLIANCE
AND REPOSE

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 #201-03) 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).

(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

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 Master, 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.

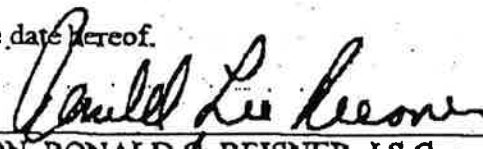

HON. RONALD E. REISNER, J.S.C.

EXHIBIT B
RCA Agreement

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:

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 housing, 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.

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	<u>\$ 900,000.00</u>
July 1, 2006	
35 scattered site rehabilitated units @25,000 per	<u>\$ 875,000.00</u>
<u>TOTAL (32 new rentals plus 75 rehabilitated units=107 units)</u>	<u>\$2,915,000.00</u>

- 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.

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.

- 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

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 housing 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 Repeal 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:

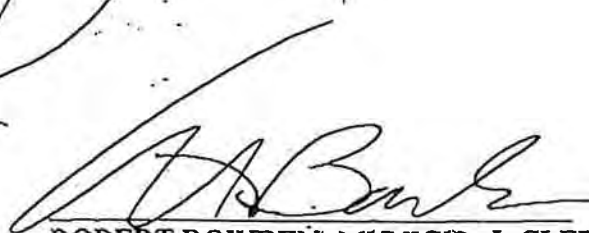
RECEIVING MUNICIPALITY



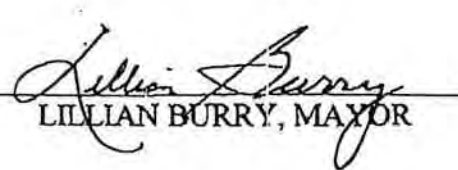
ADAM SCHNEIDER, MAYOR

ATTEST:

SENDING MUNICIPALITY



ROBERT BOWDEN, MUNICIPAL CLERK



LILLIAN BURRY, MAYOR

EXHIBIT C
Amended Agreement

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:

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 housing, 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.

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	<u>\$ 900,000.00</u>
July 1, 2008	
35 scattered site rehabilitated units @25,000 per	<u>\$ 875,000.00</u>
<u>TOTAL (32 new rentals plus 75 rehabilitated units=107 units)</u>	<u>\$2,915,000.00</u>

- 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.

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.

- 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

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 housing 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

EXHIBIT D
Court Master Approval

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.

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

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:

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

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

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

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.

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.

REGIONAL CONTRIBUTION AGREEMENT
HMFA RCA# 221

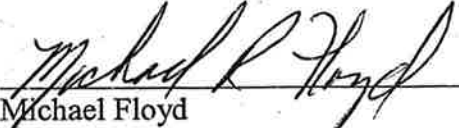
Recommendation to the Council on Affordable Housing to approve the Project Plan for a Regional Contribution Agreement between the receiving municipality, City of Long Branch and the sending municipality, Colts Neck Township which provides for the new construction of forty (40) units of affordable housing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

I recommend approval of the project plan.

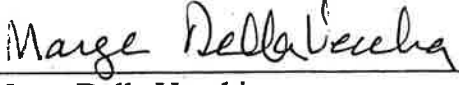
1/31/06
Date


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

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

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	<u>\$ 220,000.</u>

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.

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.

EXHIBIT F

Monmouth County Planning Board Resolution

MONMOUTH COUNTY PLANNING BOARD

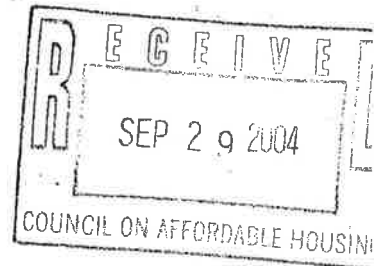
FREEHOLD • NEW JERSEY

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,

A handwritten signature in black ink, appearing to read "Edward Sampson".

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

**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

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:

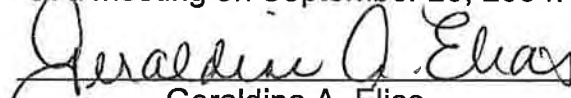
In the affirmative: Joseph Rettagliata, Frederick Storz, Paul Kiernan, Jr., William Warters, James Giannell and Mollie Giamanco.

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

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:

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

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.	Inter-Municipal				
<u>Location</u>	#	Yes	Munic.	County	Inter-Co
<u>Rehab.</u>	<u> </u>	<u>—</u>	A. <u>X</u>	<u>X</u>	<u>X</u>
<u>Belmont Estate</u>	<u> </u>	<u>—</u>	B. <u>X</u>	<u>X</u>	<u>X</u>
<u> </u>	<u> </u>	<u>—</u>	C. <u> </u>	<u> </u>	<u> </u>
2. Sending Munic.	Inter-Municipal				
<u>Location</u>	#	Yes	Munic.	County	Inter-Co
<u>Not Applicable</u>	<u> </u>	<u>—</u>	A. <u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u>—</u>	B. <u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u>—</u>	C. <u> </u>	<u> </u>	<u> </u>

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

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

A.

Check One

Complies

Conflicts

1. Receiving Munic.

In Whole

Part (Explain)

In Whole

(a) Master Plan of:

Long Branch Adopted: 7/25/00

X

Master Plan Re-Examination Report

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

Conflicts

(b) Zoning Ordinance

In Whole

Part (Explain)

In Whole

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.

2. Sending Municipality

Complies

Conflicts

(a) Master Plan of:

In Whole

Part (Explain)

In Whole

Colts Neck ; Adopted: Map dated 9/84

X

last amended 6/9/04

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

Conflicts

(b) Zoning Ordinance

In Whole

Part (Explain)

In Whole

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

EXHIBIT 7.
THE GRANDE DOCUMENTATION

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

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

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	-	-

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

**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.

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.

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

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.

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

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

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)

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

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

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

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

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.

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

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:

- (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 Purchasers 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.

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.

Percent and Number of Market- Rate Unit Issued Certificates of Occupancy

Min. Percent and Number of Low- and Moderate-Income Units Issued Certificates of Occupancy and \$ Contribution to Be Paid

<u>Percent</u>	<u>Units</u>		<u>Units</u>	<u>Dollars</u>
Up to 15%	28	0%	0	\$ 0
15% + 1 to 25%	29 to 47	10%	8	\$ 25,000
25% + 1 to 50%	48 to 94	40%	36	\$ 75,000
50% + 1 to 75%	95 to 141	70%	62	\$ 75,000
75% + 1 to 90%	142 to 169	100%	88	\$ 75,000
90% + 1 to 100%	170 to 188	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

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.

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

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

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

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

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)

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

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

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.

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.

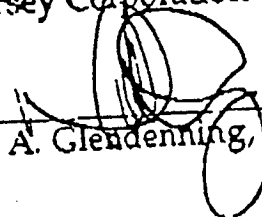
Dated: 10/15/93

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

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

ATTEST:

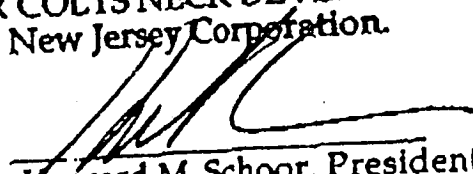

Fred B. Rothman, Secretary


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

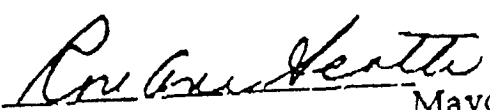
By: 
, Mayor

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:

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.

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

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.

R E S O L U T I O N - 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 Garken, Township Engineer
5. John O. Bennett, III, Township Attorney

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.

EXHIBIT 8.

AMBOY ROAD ASSOCIATES DOCUMENTATION

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

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:

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.

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.

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.

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:

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

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

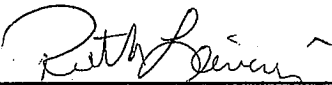
ROLL CALL:

YES: Kostka, Robinson, Corsi, Leccese, Singer-
Fitzpatrick and D'Eletto

NO: Leccese

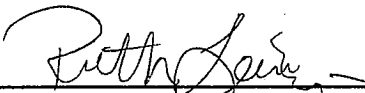
ABSTAIN: None

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

~~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

~~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:

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~~

~~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~~

~~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~~

~~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.

~~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 "

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

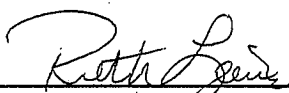
ROLL CALL:

YES: Robinson, Corsi, Crossan, Leccese,
Lutkewitte, Powell and D'Eletto

NO: None

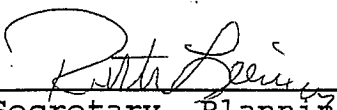
ABSTAIN: None

ABSENT: Kostka, Orgo, Fitzgerald and
Singer-Fitzpatrick



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
APPLICATION NO. PB-719
OF AMBOY ROAD ASSOCIATES, LLC
BLOCK 39, LOT 11.01

RESOLUTION GRANTING
PRELIMINARY MAJOR
SUBDIVISION APPROVAL
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

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.

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.

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.

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, prepared 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 handwritten revisions of LSRP Zingis, marked as Exhibit A-31 in evidence.

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.

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 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.

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.

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 revegetate 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.

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

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.

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.

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 with 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

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.

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.

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 ($\$152,227 \times 0.6 = \$91,336.20$). 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.)

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".

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.

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

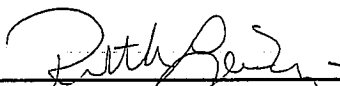
ABSTAIN: None

ABSENT: None



Secretary, Planning Board
Township of Colts Neck

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

EXHIBIT 9.
MAURO DOCUMENTATION



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



Official Use Only

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)	

Official Use Only

1094

JUN 05 2017

JUL 17 2017

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

	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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Municipality</th> <th style="width: 25%;">Block</th> <th style="width: 25%;">Lot</th> <th style="width: 25%;">Qualifier</th> <th style="width: 20%;">Property Address</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Municipality	Block	Lot	Qualifier	Property Address					
Municipality	Block	Lot	Qualifier	Property Address							
Recording Reference to Original Document (if applicable)											
Reference Information (Marginal Notation)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">Book</th> <th style="width: 33%;">Beginning Page</th> <th style="width: 34%;">Instrument No.</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	Book	Beginning Page	Instrument No.							
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:

 Derek 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

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.

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.

Issued by: Members Alliance Title Agency, LLC
P.O. Box 888, 701 Martinsville Road - Liberty Corner, NJ 07938 Telephone: 800-409-6660 Fax: 800-409-6661

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

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.**

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.

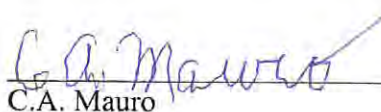
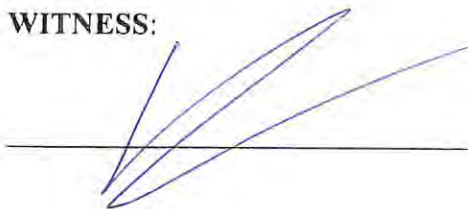
8. **Interpretation of this agreement.** The terms of this declaration shall be interpreted so as to avoid financial speculation or circumvention of the purpose of the Fair Housing Act for the duration of this Declaration and to ensure to the greatest extent possible, that the price and mortgage payments 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."

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.

Dante M. Alfieri, Esq.
Attorney at Law, State of NJ

Record and Return to:

CLOSING PARTNER, LLC

45 Perry Street
Chester, NJ 07930



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

Official Use Only

CHRISTINE GIORDANO HANLON
COUNTY CLERK
MONMOUTH COUNTY, NJ

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

INSTRUMENT NUMBER

2017070303

RECORDED ON

JUL 21, 2017

1:44:55 PM

BOOK:OR-9237

PAGE:3751

Total Pages: 6

EALTY TRANSFER \$514.00

FEES

COUNTY RECORDING \$90.00

FEES

TOTAL PAID \$604.00

Official Use Only

JUN 8 5 2017

JUL 17 2017

\$514.00

First Party	Name(s) (Last Name, First Name or Company Name)		Address (Optional)		
	Mauro, C.A.				
Second Party	Name(s) (Last Name, First Name or Company Name)		Address (Optional)		
	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.

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.

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/Registrar'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.

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.

Issued by: *Members Alliance Title Agency, LLC*
P.O. Box 888, 701 Martinsville Road - Liberty Corner, NJ 07938 Telephone: 800-409-6660 Fax: 800-409-6661



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

Colts Neck

State

NJ

Zip Code

07722

PROPERTY INFORMATION

Block(s)

31.01

Lot(s)

6

Qualifier

Street Address

28 Merchants Way

City, Town, Post Office Box

Colts Neck

State

NJ

Zip Code

07722

Seller's Percentage of Ownership

100%

Total Consideration

\$128,363.00

Owner's Share of Consideration

\$128,363.00

Closing Date

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.

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

Cecilia 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.

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.

Cecilia A. Mauro
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



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 Anuso, Township Planner
124 Cedar Drive
Colts Neck, NJ 07722



4004E3

Official Use Only

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)

Official Use Only

JUN 05 2017

JUL 17 2017

454

6

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

First Party	Name(s) (Last Name, First Name or Company Name)	Address (Optional)			
	Orr, Danielle M.				
Second Party	Name(s) (Last Name, First Name or Company Name)	Address (Optional)			
	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

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)

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.

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.

Issued by: Members Alliance Title Agency, LLC
P.O. Box 888, 701 Martinsville Road - Liberty Corner, NJ 07938 Telephone: 800-409-6660 Fax: 800-409-6661

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.I 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

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

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)

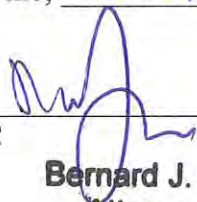
) ss:

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

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.

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.

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.

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.

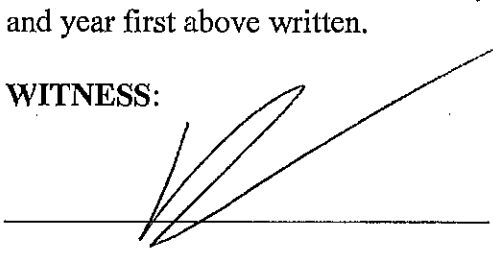
9. **Superiority of Declaration.** Owner warrants that no other agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in the event, the requirements of this declaration are paramount and controlling as to the rights and obligations 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."

1

IN WITNESS WHEREOF, Declarant has duly executed this Declaration as of the day and year first above written.

WITNESS:



DANTE M. ALFIERI
Attorney at Law
State of New Jersey

*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

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

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.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(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

Colts Neck

State

NJ

Zip Code

07722

PROPERTY INFORMATION

Block(s)

30

Lot(s)

9

Qualifier

Street Address

16 New Street

City, Town, Post Office Box

Colts Neck

State

NJ

Zip Code

07722

Seller's Percentage of Ownership

100%

Total Consideration

\$189,612

Owner's Share of Consideration

\$189,612.00

Closing Date

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.

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.

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.

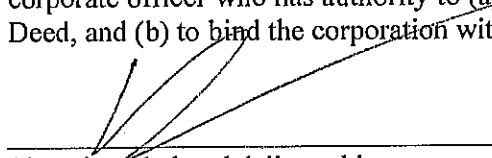
Article 6.

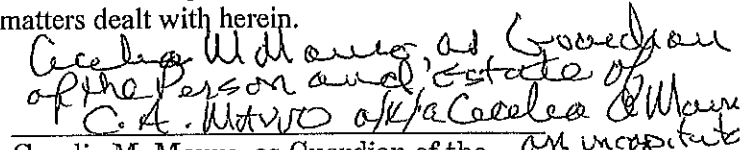
Notice of Resale, Recapture Covenant and Purchase Options

- 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:

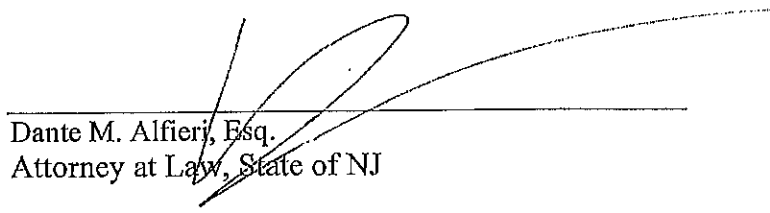

Cecelia M. Mauro, as Guardian of the ~~Person and Estate of~~ *an incapacitated*
Person and Estate of C. A. Mauro a/k/a *person*
Cecelia A. Mauro, an incapacitated person.

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

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.

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..

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

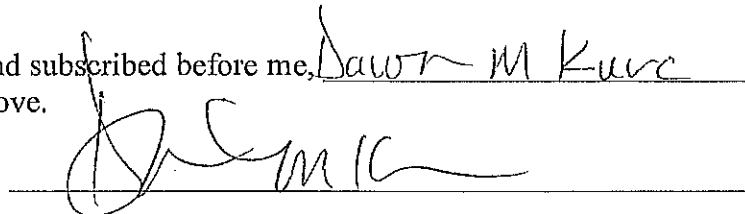
STATE OF NEW JERSEY

SS:

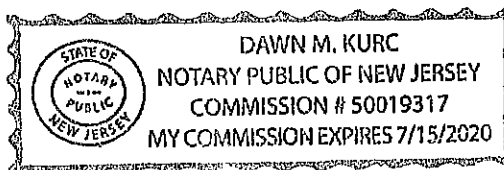
COUNTY OF MONMOUTH

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



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.

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.

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.

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.

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.

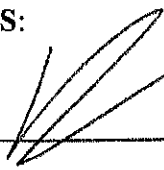
8. **Interpretation of this agreement.** The terms of this declaration shall be interpreted so as to avoid financial speculation or circumvention of the purpose of the Fair Housing Act for the duration of this Declaration and to ensure to the greatest extent possible, that the price and mortgage payments 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."

IN WITNESS WHEREOF, Declarant has duly executed this Declaration as of the day and year first above written.

WITNESS:



DANTE M. ALFIERI
Attorney at Law
State of New Jersey

*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

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

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.

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

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.

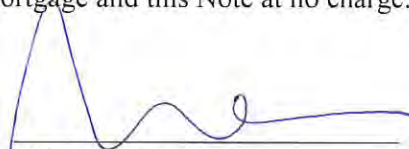
The Owner agrees to the terms of this Note by signing below.

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

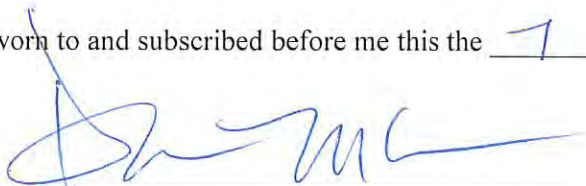


Michelle Carusio

STATE OF NEW JERSEY)
)
COUNTY OF MONMOUTH) ss.:

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

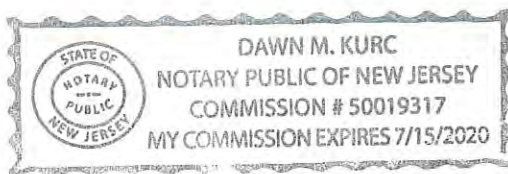


EXHIBIT 10.
REFLECTIONS AT COLTS NECK DOCUMENTATION



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Improving Health Through Leadership and
Innovation

Health Facilities

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» Printer Friendly Version

Detailed Information on
Reflections At Colts Neck

- Facility Information
- Inspection Summaries
- Advisory Standards
- Nursing Home Report Card

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

[Back](#)

**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

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

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.

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

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

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

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.

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.

~~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.

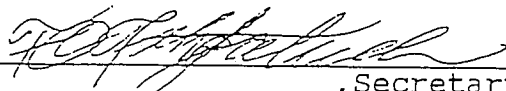
No: None

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

RESOLUTION GRANTING EXTENSION OF TIME
FOR PERFORMANCE OF SITE WORK

IN THE MATTER OF APPLICATION #496
OF RIVERVIEW HEALTH AFFILIATES
Block 46, Lot 17.01
Block 47, Lots 15 and 16

☐ BF
☐ RM
☐ GF
☐ ALL PEM
☐ RB
☐ TE
☐ APP
☐ C. BUCK
☐ TC
☐ BI
☐ TB
☐ MIN BOOK
☐ RES. BOOK
☐
☐

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

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.

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

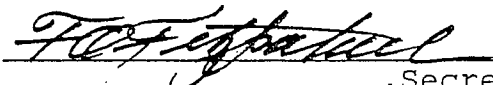
No: None

Abstain: None

Absent: None

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

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

☒ PBF
☐ BF
☐ RM
☐ GF
☐ ALL PBM
☒ RB
☒ TE
☒ APP
☐ C. BUCK
☐ TC
☒ BI
☒ TB
☒ MIN BOOK
☒ RES BOOK
☒ TA

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

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

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

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

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

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

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

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

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:

- 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

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.

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.

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.

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:

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.

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".

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

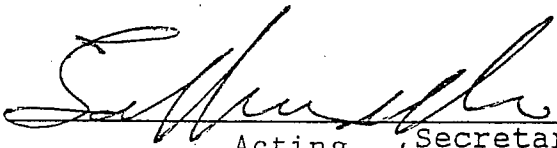
No: None

Abstain: None

Absent: Messrs. McBride and Coe

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

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

Home Warranty No: _____
Type of Warranty Plan: _____

[] State [] Private

Owner in Fee: Meridian Quality Care

Use Group: 1-2

Address: 1944 Route 33

Maximum Live Load: 2C

Neptune NJ 07754

Maximum Occupancy Load: 72 bed

Telephone: 732 776-3860

Agent/Contractor: Patlock Construction

Certificate Exp Date: _____

Address: 43 Gilbert Street North

Description of Work/Use: 72 Bed Assisted Living Facility

Tinton Falls NJ 07701

Telephone: 732 747-1073

Lic. No./ Bldgs. Reg.No.: _____

Federal Emp. No.: 21-0736773

Social Security No.: _____

[X] CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

[] CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17 to the following extent:

[] CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

[] Total removal of lead-based paint hazards in scope of work

[] Partial or limited time period (____ years); see file

[] CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

[] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance the following conditions must be met no later than _____ or the owner will be subject to fine or order to vacate.

[] CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____

Henry Salerno 1/31/02

HENRY SALERNO Construction Official
U.C.C 360 (rev. 3/96)

Fees \$0.00

Paid [X] Check No 1058

Collected by pf _____

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

EXHIBIT 11.
COLTS NECK BUILDING ASSOCIATES DOCUMENTATION

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

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.

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.

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 June 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.

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 Wasco 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.

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:

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.

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.

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.

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,

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

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

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

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.

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

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.

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 with 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 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.

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.

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 -

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.

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)

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.

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

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

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 Uniform 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

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.

- (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:

- 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.

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.

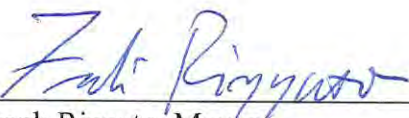
SECTION 3. Referral to Planning Board. Upon introduction, this Ordinance shall be referred to the Planning Board of the Township of Colts Neck for its review and comment.

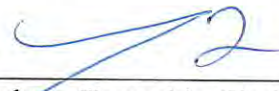
SECTION 4. Repealer. All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflict.

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										

Final CNBA Ordinance for Adoption (8-12-20)

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 of 30A 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 of N.J.A.C. 5:96 and 5:97 by N.J. Council On Affordable Housing, 221 N.J. 1 (2015), on or about July of 2015, the Township filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Township of 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 "Affordable Housing Plan"), in addition to related reliefs (the "Compliance Action") and simultaneously filed a motion for temporary 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 Dennis 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 Site");

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.J.A.C. 5:93-1.3; and

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"), including the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., ("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 Project 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.

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-DEVELOPER 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 Planning 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 residential 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 than 10 affordable units per building (as reflected on Exhibit A).

3.3 **Obligation To Phase The Affordable Units:** Certificates of occupancy for the Project shall 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.

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. The 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 effect until the date on which the individual affordable rental unit shall become vacant, provided that the occupant household continues to earn a gross annual income of less 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 will 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 of 3.4.1 hereof.
- 3.4.3 Income Distribution Requirements: Thirteen 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.

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 the 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 that 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 terms 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 reports reviewed. All such escrows shall be governed by the requirements of the Municipal Land Use Law, N.J.S.A. 40:SSD-I et seq. ("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 infrastructure improvements necessitated by the Project.

3.8 Obligation Not To Oppose Township's Application for Approval of its Affordable Housing Plan. Developer will cooperate with and support the Township's subsequent request for entry of a Judgment of Compliance and Release 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 of this 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 of the 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 of the Project.

4.1 Upon introduction of the Rezoning Ordinance, the Township shall refer the Rezoning Ordinance to the Planning Board for review and recommendation,

4.3 Within thirty (30) days of a 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 of the Settlement Agreement, the parties consent to the Court's jurisdiction to continue adjudicate the dispute between the parties and the parties to this Agreement shall be restored, *status quo ante*, to their respective positions prior to the execution of this Agreement, and no party shall be entitled to use this Agreement to the disadvantage of the 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 it 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 of the Third Round compliance period (July 2, 2025), and the Project Site may only be removed from the Affordable Housing Plan with the approval of the 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

County Planning Board, Manasquan River Regional Sewer Authority, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation (collectively, "Required Approvals"). 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 further 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 Ordinance 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.** The Township agrees that if a decision of a court of competent jurisdiction in Monmouth County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an 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 Project 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 Mun! Lal,rel 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. 40:14A-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 Freehold Township or Freehold Township Public Works and by tie-in to existing public potable water supply located in Freehold Township (the "Proposed 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 expansion 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 Project 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 obtain judicial approval, including any appeals, it being understood by the 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,

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 public sewer and water approvals including participating in the preparation and review of litigation documents and expert reports.

ARTICLE V – MUTUAL OBLIGATIONS

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 performance 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 (10) days' notice as provided herein:

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 Neck
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 effective for all purposes.

ARTICLE VI - MISCELLANEOUS

6.1 Severability. 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 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 a fee title interest in the Project Site which is the subject of this Agreement. This 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.

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 are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

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 the Parties shall not be construed as a waiver of these or other provisions.

6.14 Captions. The captions and titles to this Agreement and the several sections and subsections 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 of this Agreement.

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 occurrence of any default, the non-defaulting Party 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 Party(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 Parties 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.

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: - - - - -

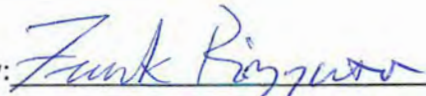
Print Name: - - - - -

Date: - - - - , 2020

Attest:

**TOWNSHIP OF COLTS NECK,
A Municipal Corporation of the
State of New Jersey**

 _____

By:  _____

Print Name: Trina Lindsey

Print Name: [?]-A-W/(t.J.: 27, lot,,

Date: - - - - , 2020

EXHIBIT A

CONCEPT SITE PLAN AND RENDERING

DEVELOPMENT DATA

TOTAL RESIDENTIAL: 360 DU
 MAIN AIL: 111
 CRASH: 111
 CLUBHOUSE: 6,100 SF
 TOTAL PARKING: 691 SPACES



MINNO ■ WASKO

CLIENT NAME:
KUSHNER

CONCEPT SITE PLAN
 OVERVIEW
 KEY SYMBOLS

COLTS NECK
 COLTS MIDDLE TOWNS, NEW JERSEY
 OSUJH-4
 C-1110-06-1111-1111

EXHIBIT B
ZONING ORDINANCE FOR THE PROJECT

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 RESIDENTIAL 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 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 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 Uniform 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
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-II9G, 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.

- (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 §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:
 - 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.

- (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 residential 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. 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,

EXHIBIT 12.
COUNTRYSIDE DEVELOPERS DOCUMENTATION

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 SECTION 102-85 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, 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~~ <u>15 feet</u>	~~20 feet~~ <u>15 feet</u>	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.

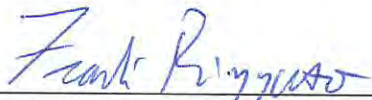
SECTION III Repealer. The remainder of all other sections and subsections of the aforementioned ordinance not specifically amended by this ordinance shall remain in full force and effect.

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

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			

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 lines are connected to sewer lines owned by the Township of Freehold which flow into sewer lines owned by the Manasquan River Regional

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)

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 hereof: 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

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 Parties anticipate that the Planning Board will exercise good faith and cooperation toward 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 the 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 Subject Property; and

WHEREAS, the Parties have reached an amicable settlement of any and all claims that 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 Fairness 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 Property so to provide for permitted uses and bulk standards intended to facilitate the approval and construction 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 execution of this Settlement Agreement, the parties' consent to the Court's jurisdiction to continue to adjudicate the dispute between the parties and the parties

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 Countryside to construct the Proposed Development, Countryside 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 Transportation, 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 Sewer 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

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 constituent members, the County of Monmouth, the NJDEP, the County of Ocean, OCUA or any other necessary party, including potentially joining as a party in the Sewer Litigation. It is understood and agreed by the Parties to the Settlement Agreement that the Township's role 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 Plan. 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

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 Application.

The Parties understand that the Planning Board is not a party to this Agreement, but the Parties anticipate that the Planning Board will undertake 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 application 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

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 providing 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. 5:97-10J(b). All affordable units in the Concept Plan shall comply with New Jersey's Uniform Housing Affordability Controls,

applicable Council on Affordable Housing Regulations and the Fair Housing Act, and all other applicable law, including a requirement that thirteen percent (13%) of the 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 Agreement 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

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.

11. **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

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 dispatched 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 (10) days' notice as provided herein:

To Countryside:

Countryside Developers, Inc.
76 Stillwell Road
Holmdel, NJ 07733
Attn.: Terry Sherman

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.

COUNTRYSIDE DEVELOPERS, INC.

Witness: -----

By -----

Dated:

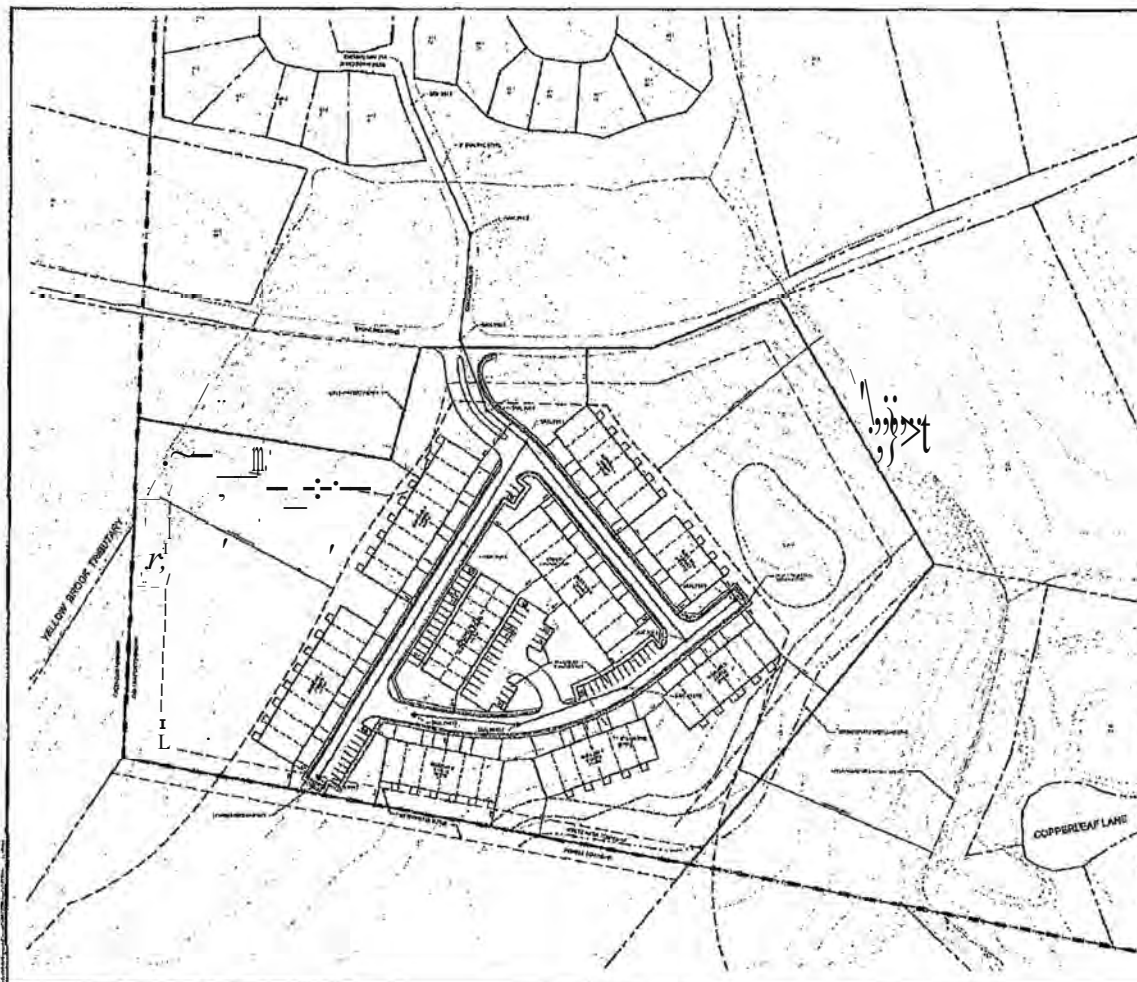
TOWNSHIP OF COLTS NECK

Witness: _____

By _____

Dated: _____

EXHIBIT A- CONCEPT PLAN



NOTE DATA

ITEM	DESCRIPTION	DATE	BY
1	ADVISORY BOARD REVIEW	10/15/01	MS
2	ADVISORY BOARD REVIEW	10/15/01	MS
3	ADVISORY BOARD REVIEW	10/15/01	MS
4	ADVISORY BOARD REVIEW	10/15/01	MS
5	ADVISORY BOARD REVIEW	10/15/01	MS
6	ADVISORY BOARD REVIEW	10/15/01	MS
7	ADVISORY BOARD REVIEW	10/15/01	MS
8	ADVISORY BOARD REVIEW	10/15/01	MS
9	ADVISORY BOARD REVIEW	10/15/01	MS
10	ADVISORY BOARD REVIEW	10/15/01	MS

- NOTES
1. PROPERTY IS LOCATED IN A BLOCK ON CORNER OF THE INTERSECTION OF THE MAIN STREET AND THE MAIN STREET.
 2. ADVISORY BOARD REVIEW AND THE ADVISORY BOARD.
 3. ADVISORY BOARD REVIEW AND THE ADVISORY BOARD.
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 10. ADVISORY BOARD REVIEW AND THE ADVISORY BOARD.

SCALE 1" = 40'

MASER
ENGINEERS & ARCHITECTS
1000 1st Avenue, Suite 100
Portland, OR 97204
Phone: 503.228.1111
Fax: 503.228.1112
www.maser-engineers.com

CONCEPT PLAN

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CONCEPT PLAN

1 of 1

IN THE MATTER OF
APPLICATION NO. PB#753
OF COUNTRYSIDE DEVELOPERS, INC
D/B/A/ CHARLESTON MEADOWS
BLOCK 42, LOT 4

RESOLUTION GRANTING
PRLIMINARY SUB DIVISION
& SITE PLAN APPROVAL

WHEREAS, COUNTRYSIDE DEVELOPERS, INC., D/B/A/ CHARLESTON MEADOWS, hereinafter the "Applicant", has proposed the development of property located at Stone Hill Road, in the Township of Colts Neck, County of Monmouth, and State of New Jersey, which property is further known and designated as Block 42, Lot 4, on the Tax Map of the Township of Colts Neck; and

WHEREAS, in compliance with the New Jersey Supreme Court's decision In Re Adoption of N.J.A.C. 5:96 & 5:97 by NJ Counsel on Affordable Housing 221 NJ (2015) on or about July 5, 2015 the Township of Colts Neck filed an action in the Superior Court of New Jersey entitled In the Matter of Application of the Township of 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 in addition to related relief and simultaneously filed a motion for temporary immunity which was subsequently granted by the Court and is still in full force and effect; and

WHEREAS, the Applicant intervened in the Township Compliance Action and thereafter the Township entered into a Settlement Agreement with the Applicant in March of 2020. This Settlement Agreement was the subject of a Fairness Hearing and was approved by the Superior Court pursuant to an Order dated August 13, 2020. The Settlement Agreement included the development of the subject property with a 68 unit inclusionary development; and

WHEREAS, the Township in evaluating properties appropriate for inclusionary development determined that the subject property presents an available, approvable, developable and suitable opportunity for the creation of an inclusionary development pursuant to N.J.A.C. 5:93-1.3; and

WHEREAS, the Township has acknowledged that in order for the Applicant to construct the proposed development they will be required to obtain approvals and permits from public entities, municipalities and utilities and the Township agreed to cooperate with the Applicant and act in good faith

with continuity of purpose to assist the Applicant in facilitating the provision of public water and sewer to the project site by tie-in to existing sewer and water service including the incorporation of such improvements into an approved Monmouth County Water Quality Management Plan ("WQMP") and the Township's Waste Water Management Plan ("WMP"); and

WHEREAS, the Applicant has now applied to the Planning Board of the Township of Colts Neck for approval to develop the subject property with a 68 unit Inclusionary Development consisting of 54 lots of which 52 will be attached fee simple townhouse units, one lot will contain 15 Affordable Housing Apartments and one Market Rate Apartment and there will also be one Common Element lot. The 15 Affordable Housing Apartment Units will be designated for very low-, low- and moderate-income rentals with 12 two bedroom units and 3 one bedroom units which approvals require two Design Standard Waivers. The first is a proposed Retention Basin within a 300 foot Riparian Buffer (Section 102-69B). The second is for proposed fee simple lots fronting on a private, rather than a public, street (Section 102-96C); and

WHEREAS, the Applicant appeared before the Planning Board of the Township of Colts Neck on November 2, 2022, due Notice of said meeting having been given in accordance with New Jersey Statutes, the Open Public Meetings Act, 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 Application of Countryside Developers Inc., dated February 5, 2022, marked as Exhibit A-1 in evidence.

1.2 Site Plan prepared by Eastern Civil Engineering, dated March 25, 2022 revised August 8, 2022, consisting of 14 sheets, marked as Exhibit A-2 in evidence.

1.3 Flood Hazard Area Report, prepared by Eastern Civil Engineering, dated July 20, 2022, marked as Exhibit A-3 in evidence.

1.4 COAH Building Breakdown, prepared by Eastern Civil Engineering, marked as Exhibit A-4 in evidence.

1.5 Architectural Elevation & Floor Plans for Charleston Meadows consisting of 7 sheets, marked as Exhibit A-5 in evidence.

1.6 Phase 1 Environmental Assessment, prepared by Colliers Engineering & Design, dated June 27, 2022, marked as Exhibit A-6 in evidence.

1.7 Wetland Delineation Report, prepared by Colliers Engineering & Design, dated July 2021, marked as Exhibit A-7 in evidence.

1.8 Traffic Study, prepared by McDonough & Rea, dated April 25, 2022, marked as Exhibit A-8 in evidence.

1.9 Environmental Impact Report, prepared by Eastern Civil Engineering, dated March 25, 2022, marked as Exhibit A-9 in evidence.

1.10 Stormwater Management Report, prepared by Eastern Civil Engineering, dated March 25, 2022, marked as Exhibit A-10 in evidence.

1.11 Soils Report, prepared by Eastern Civil Engineering, dated March 29, 2022, marked as Exhibit A-11 in evidence.

1.12 Site Investigation Report, prepared by Colliers Engineering & Design, dated May 13, 2022, marked as Exhibit A-12 in evidence.

1.13 Aerial Image undated, marked as Exhibit A-13 in evidence.

1.14 Report of Township Planner Anfuso, dated October 28, 2022, marked as Exhibit A-14 in evidence.

1.15 Report of Planner McManus, dated October 5, 2022, marked as Exhibit A-15 in evidence.

1.16 Report of Township Fire Official, dated September 26, 2022, marked as Exhibit A-16 in evidence.

1.17 Report of Township Environmental Commission, dated October 3, 2022, marked as Exhibit A-17 in evidence.

1.18 Report of Township Health Officer, dated September 6, 2022, marked as Exhibit A-18 in evidence.

1.19 Report of Township Shade Tree Commission, dated September 2, 2022, marked as Exhibit A-19 in evidence.

1.20 Report of Planning Board Engineer Gerken,, dated October 31, 2022, marked as Exhibit A-20 in evidence.

1.21 Color Rendered Site Plan, prepared by Eastern Civil Engineering undated, marked as Exhibit A-21 in evidence.

1.22 Settlement Agreement between Colts Neck Township & Countryside Developers Inc., dated March 18, 2020, marked as Exhibit A-22 in evidence.

1.23 Court Order of Judge Jones, dated August 13, 2020, marked as Exhibit A-23 in evidence.

1.24 Resolution Approving Public Sewer Service, dated October 10, 2018, marked as Exhibit A-24 in evidence.

2. The premises in question are located at 193 Stone Hill Road, in the Township of Colts Neck, County of Monmouth and State of New Jersey, which property is further known and designated as Block 42, Lot 4 on the Tax Map of the Township of Colts Neck.

3. The subject property is located in the A-4 Mixed Housing District and the proposed multi-family development is a permitted use in the zone.

4. The Subject property has approximate dimensions of 448.61 ft. x 570.21 ft. x 198.08 ft. x 93.00 ft. x 82.96 ft. x 395.86 ft. x 277.28 ft. x 129.98 ft. x 165.52 ft. and is substantially irregular in shape with an approximate area of 15.217 acres. The property is presently developed with a number of existing farm buildings, paddock fencing, structures and site improvements all of which are to be removed. The Applicant proposes to develop the property into a 68 unit Inclusionary Development. The project will subdivide the tract into 54 lots consisting of 52 attached fee simple Townhouse Units, one lot containing 15 Affordable Housing Apartments as well as 1 market rate apartment and 1 Common Element lot. The 15 Affordable Housing Units will be designated for very low, low or moderate income rentals. The Affordable Housing bedroom mix will consist of 12 two bedroom units and 3 one bedroom units. The project will be serviced by a "P" loop access road extending from Stone Hill Road directly opposite Colts Neck Boulevard. The project will be serviced by public water and sanitary sewer facilities extended from Freehold Township.

5. The Township Planners Report entered in evidence as Exhibit A-14 reveals that on March 18, 2020, the Township entered into a Settlement of litigation agreement with Countryside Developers, Inc., to provide 15 rental Affordable Housing Units to partially satisfy the Township's third round Affordable Housing obligation. The layout of the plans submitted by the Applicant here are in conformance with the concept plan that was attached to the Settlement Agreement as Exhibit A. That Agreement requires the

Township to cooperate with Countryside Developers Inc. in obtaining all relevant approvals including but not limited to, Colts Neck planning Board, Monmouth County Planning Board and NJDEP, Manasquan River Regional Sewerage Authority and Ocean County Utility Authority.

6. Although the plans submitted are in conformance with the concept plan attached to the Settlement Agreement and does not require any variance relief, it does require two Design Standard Waivers. The first is for not preserving the entire 300 foot Riparian Buffer within a Conservation Easement due to the location of a retention basin needed for stormwater management. Notwithstanding this deviation the Planning Board notes that the Township Planner has no objection to the granting of relief and finds that this exception is reasonable and within the general purpose and intent of the provisions for subdivision review and will promote the Settlement Agreement by providing a portion of the Townships Affordable Housing obligation.

7. The second Design Standard Waiver is to permit a deviation from Ordinance Section 102-96C which requires each lot to front upon an approved public street. In this case, the lots will be part of a Condominium Association responsible for maintenance of the access roads, parking area and drainage facilities and will meet the intent and spirit of the Ordinance as the lots will be on a private street constructed to meet RSIS standards. Therefore, the grant of this Design Waiver is reasonable and within the general purpose and intent of the provisions of the Ordinance and appropriate under the circumstances.

8. The Township Planner also advised the Planning Board that during settlement negotiations, it was discussed that the stub end of proposed Charleston Court terminates at the Howell Township border and will provide access to block 172 lot 15 in Howell Township. The Applicant agreed that as a condition of approval that stub road will not serve more than a maximum of three single family lots in Howell Township. The Applicant agreed to provide a Declaration of Covenants and Restrictions to effectuate that limitation.

9. Section 102-69B requires all Riparian Buffers to be preserved in a Conservation Easement. That will be accomplished in this development with the exclusion of the access drive. The Applicant will also provide sight triangle easements at the proposed access road intersection with Stone Hill

Road. The Applicant presented the testimony of Terry Sherman, a principle of the Applicant. He agreed that the Applicant will comply with all of the technical recommendations set forth in the Township Planner's report marked as Exhibit A-14 in evidence and agreed that the two potable wells on site recommended to be closed by the Phase I Environmental Assessment will be sealed by a licensed well driller and septic systems be closed in accordance with local regulations and be accomplished prior to the issuance of building permits. The Applicant also agreed to introduce some plantings in disturbed portions of the 300 foot Riparian Buffer in rear yards next to the Conservation Easements. The Applicant also agreed to screen the solid waste refuse area with a solid vinyl fence with bollards.

10. The Applicant also agreed to comply with the requirements set forth in the letter of Planner Elizabeth Macmanus dated October 5, 2022 and marked as Exhibit A-15 in evidence so as to fully comply with the Affordable Housing Regulations. The Applicant also agreed to comply with the technical recommendations contained in the report of the Planning Board's Engineer dated October 21, 2022 and marked as Exhibit A-20 in evidence.

11. The Applicant also presented the testimony of John Rea, a licensed professional Engineer specializing in traffic who prepared the traffic study marked as Exhibit A-8 in evidence. He testified that traffic counts were taken and were projected out to 2025 and completion of the proposed development. At that point he opined that the level of service for the intersections would be at the highest level "A" and that the intersection to the proposed development will operate at excellent levels of service. He further testified that the internal circulation within the site complies with the RSIS standards and provides for adequate traffic flow and safety.

12. The Applicant agreed that there will be no decks in the Apartments or Townhouses and agreed that refuse for the Townhouses will be placed within garages and that the Apartments will be served by a trash enclosure. The Applicant also agreed to enhance the building facades facing Stone Hill Road and those building side facades facing other buildings within the development. The Applicant agreed to record a deed notice placing subsequent purchasers on notice that the subject site has previously been used for agricultural purposes. The Applicant also agreed to provide irrigation for landscaped areas and to provide an additional eighteen trees along the fee simple unit rear lot lines.

13. The Planning Board finds that the Applicant has submitted plans and such other information as is reasonably necessary to make an informed decision as to whether the requirements necessary for preliminary approval have been met. The Planning Board finds that preliminary approval is appropriate at this time and should be granted with the Design Waivers previously referenced herein.

14. The Planning Board finds that there are a number of engineering items outlined in the report of the Planning Board Engineer marked as Exhibit A-20 in evidence that need to be addressed prior to final approval being issued. Consequently, the Applicant will revise plans to address all of those items and then return for final approval when that has been accomplished.

15. 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 evidence in favor of or in opposition to the application.

NOW THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Colts Neck on this 6th day of December, 2022 that the application of **COUNTRYSIDE DEVELOPERS, INC., D/B/A CHARLESTON MEADOWS** 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 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, 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 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 with 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 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.
- 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.
- 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 –

1. The approvals granted in connection with this application are Preliminary Subdivision and Site Plan with Design Standard Waivers from preserving the entire 300 foot Riparian Buffer with Conservation Easement and for lots to not have frontage on an approved public street.

2. Except as otherwise set forth herein, the Applicant will comply with the technical recommendations set forth in the report of the Township Planner dated October 28, 2022 marked as Exhibit A-14 in evidence.

3. Except as otherwise set forth herein, the Applicant shall comply with the technical recommendations set forth in the report of the Planning Board Engineer dated October 3, 2022 marked as Exhibit A-20 in evidence.

4. The Applicant shall comply with the recommendations set forth in the report of the Environmental Commission dated October 3, 2022 marked as Exhibit A-17 in evidence.

5. The Applicant shall comply with the recommendations set forth in the report of the Fire Official dated September 26, 2022 marked as Exhibit A-16 in evidence.

6. The Applicant shall comply with the requirements set forth in the correspondence of Planner Elizabeth Macmanus dated October 5, 2022 marked as Exhibit A-15 in evidence.

7. There will be no decks on the Townhouse or Apartment units.

8. The facades of the buildings facing Stone Hill Road and those buildings facing one another shall be enhanced.

9. The materials of the surface of the refuse container for the Apartment Buildings will match the building façade.

10. The Applicant shall file a deed notice disclosing that the subject property was previously in agricultural use.

11. The Applicant shall develop no more than three lots from the stub street extension into block 172 lot 15 in Howell Township.

12. The Applicant will provide irrigation for landscaped areas.

13. The Applicant shall provide an additional eighteen trees along the rear lot lines of the fee simple units.

BE IT FURTHER RESOLVED that any Variances granted herein pursuant to Section 102-8.B.II.(c) shall expire one (1) year from the date of this resolution unless the Applicant complies with the provisions of Article IV, Section 102-8.B. 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 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: Kostka

SECONDED BY: Stanford

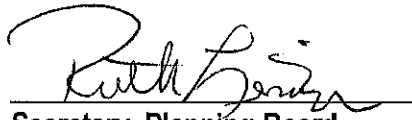
ROLL CALL:

YES: Tobia, Bartolomeo, Fitzpatrick, Corsi, Kostka, Lutkewitte and Stanford

NO: None

ABSTAIN: None

ABSENT: Bader


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 December 6, 2022.


Secretary, Planning Board
Township of Colts Neck

IN THE MATTER OF
APPLICATION NO. PB-753
OF COUNTRYSIDE DEVELOPERS INC
D/B/A CHARLESTON MEADOWS
BLOCK 42, LOT 4

RESOLUTION GRANTING
FINAL SUBDIVISION AND SITE
PLAN APPROVAL

WHEREAS, COUNTRYSIDE DEVELOPERS INC., D/B/A/ CHARLESTON MEADOWS hereinafter the "Applicant", has proposed the development of property located at Stone Hill Road, in the Township of Colts Neck, County of Monmouth, and State of New Jersey, which property is further known and designated as Block 42, Lot 4 on the Tax Map of the Township of Colts Neck; and

WHEREAS, in compliance with New Jersey Supreme Court's decision In re adoption of N.J.A.C. 5:96 & 5:97 by NJ Council on Affordable Housing 221 N.J. (2015) on or about July 5, 2015, the Township of Colts Neck filed an action in the Superior Court of New Jersey entitled In the Matter of application of the Township of 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 in addition to related relief and simultaneously filed a motion for temporary immunity which was subsequently granted by the Court and is still in full force and effect; and

WHEREAS, the applicant intervened in the Township Compliance Action and thereafter the Township entered into a Settlement Agreement with the Applicant in March of 2020. This Settlement Agreement was the subject of a Fairness Hearing and was approved by the Superior Court pursuant to an Order dated August 13, 2020. The Settlement Agreement included the development of the subject property with a 68 Unit Inclusionary Development with 54 lots consisting of (a) 52 lots for attached fee simple townhouse units, (b) one lot containing 15 affordable housing apartments and one market rate apartment and (c) one common element lot; and

WHEREAS, the Township in evaluating properties appropriate for inclusionary development determined that the subject property presents an available, approvable, developable and suitable opportunity for the creation of an inclusionary development pursuant to N.J.A.C 5:93-1.3; and

WHEREAS, the Township acknowledged that in order for the Applicant to construct the proposed development they will be required to obtain approvals and permits from public entities, municipalities and utilities and the Township agreed to cooperate with the Applicant and act in good faith with continuity of purpose to assist the Applicant in facilitating the provision of public water and sewer to the project site by tying into existing sewer and water service including the incorporation of such improvements into an approved Monmouth County Water Quality Management Plan ("WQMP") and the Townships Waste Water Management Plan ("WWMP"); and

WHEREAS, the Applicant applied to the Planning Board of the Township of Colts Neck for Preliminary Subdivision and Site Plan Approval to develop the subject property with a 68 Unit Inclusionary Development consisting of 54 lots of which 52 will be attached fee simple townhouse units, one lot will contain 15 affordable housing apartments and one market rate apartment and there will also be one common element lot. The 15 affordable housing apartment units will be designated for very low, low and moderate-income rentals with 12 two-bedroom units and 3 three-bedroom units which approvals required two Design Standard Waivers and the first is a proposed stormwater basin within a 300 foot Riparian Buffer (Section 102-79B), the second is for proposed fee simple lots fronting on a private rather than a public street (Section 102-96C); and

WHEREAS, the Applicant appeared before the Township of Colts Neck on November 2, 2022, 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 presented testimony and exhibits in support of the Application at the conclusion of which the Planning Board found that the Applicant has submitted plans and such other information as is reasonably necessary to make an informed decision as to whether the requirements necessary for Preliminary approval have been met and the Planning Board having found that Preliminary approval was appropriate and by Resolution adopted December 6, 2022 granted the approval with the aforesaid Design Standard Waivers; and

WHEREAS, the subject property is located in the A-1 Agricultural Residential Zone District and the proposed inclusionary development is a permitted use in the zone; and

WHEREAS, the Applicant has now applied to the Planning Board of the Township of Colts Neck for Final Subdivision and Site Plan Approval to develop the subject property as previously set forth herein with the referenced Design Standard Waivers; and

WHEREAS, the Applicant appeared before the Planning Board of the Township of Colts Neck on June 11, 2024, 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 request for final approval was heard; and

WHEREAS, the Applicants witnesses were sworn and the Planning Board having heard the testimony of the Applicants witnesses and having examined the exhibits submitted 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 Charleston Meadows, dated April 25, 2024, marked as Exhibit A-1 in evidence.

1.2 Area-Wide Water Quality Management Plan Site Specific Amendment, dated April 11, 2024, marked as Exhibit A-2 in evidence.

1.3 Developers Agreement undated with Form of Deed and Restrictive Covenants, marked as Exhibit A-3 in evidence.

1.4 Proposed Master Deed, marked as Exhibit A-4 in evidence.

1.5 Proposed Declaration of Covenants, Easements and Restrictions for Charleston Meadows, marked as Exhibit A-5 in evidence.

1.6 By-Laws for Master Association, marked as Exhibit A-6 in evidence.

1.7 By-Laws for proposed Condominium Association, marked as Exhibit A-7 in evidence.

1.8 Stormwater Management Report, prepared by Eastern Civil Engineering, LLC, dated March 5, 2022 revised April 2, 2024, marked as Exhibit A-8 in evidence.

1.9 Final Subdivision and Site Plan, prepared by Eastern Civil Engineering, LLC, dated March 25, 2022 revised April 2, 2024, marked as Exhibit A-9 in evidence.

1.10 Report of Planning Board Engineer Glenn Gerken of T&M Associates, dated May 21, 2024, marked as Exhibit A-10 in evidence.

1.11 Report of Township Planner Tim Anfuso, dated June 6, 2024, marked as Exhibit A-11 in evidence.

1.12 Resolution granting Preliminary Subdivision and Site Plan Approval, dated December 6, 2022, marked as Exhibit A-12 in evidence.

1.13 Shade Tree Committee Report, dated June 6, 2024, marked as Exhibit A-13 in evidence.

1.14 Health Department Report, dated May 2, 2024, marked as Exhibit A-14 in evidence.

1.15 Fire Council Report, dated May 3, 2024, marked as Exhibit A-15 in evidence.

1.16 Architectural Review Committee Report, dated March 12, 2024, marked as Exhibit A-16 in evidence.

1.17 Emails of Planner McManus, dated May 20, 2024 and May 21, 2024 respectively, marked as Exhibit A-17 in evidence.

1.18 Emails between Planner Anfuso and Board Attorney Steib, dated May 23, 2024, marked as Exhibit A-18 in evidence.

1.19 Correspondence from Applicant dated June 3, 2024, marked as Exhibit A-19 in evidence.

1.20 Undated Aerial Photograph of Subject Property, marked as Exhibit A-20 in Evidence.

1.21 Architectural Elevation and Floor Plan Drawings, marked as Exhibit A-21 in evidence.

1.22 Color Scheme Exhibit dated May 2022, marked as Exhibit A-22 in evidence.

2. The premises in question are located at 198 Stone Hill Road, in the Township of Colts Neck, County of Monmouth and State of New Jersey, which property is further known and designated as Block 42, Lot 4 on the Tax Map of the Township of Colts Neck.

3. The subject property is located in the A-4 Mixed Housing District Zone and the proposed multi-family inclusionary development is a permitted use in the zone.

4. The Subject Property has approximate dimensions of 448.61 ft. x 570.21 ft. x 198.08 ft. x 93.00 ft. x 82.96 ft. x 395.86 ft. x 277.20 ft. x 129.98 ft. x 165.52 ft. and is substantially irregular in shape with an approximate area of 15.217 acres. The property is presently developed with a number of existing farm buildings, paddock, fencing, structures and site improvements all of which are to be removed. The Applicant proposes to develop the property into a 68 Unit Inclusionary Development. The project will subdivide the tract into 54 lots consisting of 52 attached Fee Simple Townhouse Units, one lot containing 15 Affordable Housing Apartments as well as one Market Rate Apartment and one Common Element Lot. The 15 Affordable Housing Units will be designated for very low, low and moderate income rentals. The

Affordable Housing bedroom mix will consist of 12 two-bedroom units and 3 three-bedroom units. The project will be serviced by a "P" loop access road extending from Stone Hill Road directly opposite Colts Neck Boulevard. The project will be serviced by public water and sanitary sewer facilities extended from Freehold Township.

5. The Applicant presented the testimony of Terry Sherman, a principal of Countryside Developers, Inc. who testified as to the Preliminary approvals granted to the project and the conditions of approval contained in the Resolution granting Preliminary approval. He further reviewed the reports of the Township Planner and Township Engineer as well as the various municipal subcommittees. The Planning Board notes that the report of the Shade Tree Committee indicated no requested revisions to the plans. The Board of Health noted that the project will be serviced by Public Water and Sewer that the Architectural Review Committee Report had no comments and that the Applicant agreed to comply with the recommendation of the Fire Counsel to insure adequate clearance around structures for accessibility of fire apparatus.

6. Mr. Sherman went through, in detail, the report of the Planning Board's Planner and agreed as a condition of Final approval to comply with the comment paragraphs 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of that report.

7. Mr. Sherman also testified with respect to the Planning Board Engineer's report and agreed as a conditional Final approval to comply with Zoning Requirements in paragraph 4, stormwater management paragraphs 1, 2, 3 a, b, c, d, e and f, 4 a, b, and c, 5 a, b, c, d and e, 6, 7, a, b, and c, 8 a, 9 a, 10 and 11, Sanitary Sewer paragraph 2, Water System paragraph 2, Subdivision Map paragraphs 2, 3 and 4 and additional site plan comment paragraphs 2, 3, 4, 5, 6, 7, 8 and 9.

8. Mr. Sherman further testified as to the proposed association structure for this development and that there will be a Master Association governing the entire complex along with a Condominium Association for the Affordable Units. Mr. Sherman agreed that the Applicant will provide confirmation that the Final Association Structure will not result in a situation where the Affordable Unit cumulative association fees exceed those of the Townhouse Units of the Master Association.

9. The Planning Board notes that pursuant to N.J.S.A. 40:55D-50.a. the Planning Board shall grant Final approval if the detailed drawings, specifications and estimates of the application for Final approval conform to the standards established by Ordinance for Final approval and the conditions of Preliminary approval. The Planning Board accepted the testimony of its Planner, Tim Anfuso, and its Engineer, Glenn Gerken, that the Applicant's submission meets these required standards and that it is appropriate to grant Final approval at this time subject to conditions set forth subsequently herein. The Planning Board agrees with the testimony of its Planner and Engineer and finds that it is appropriate at this time to grant Final approval.

NOW THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Colts Neck on this 9th day of July, 2024 that the Application of **COUNTRYSIDE DEVELOPERS INC. D/B/A CHARLESTON MEADOWS** 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 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, 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 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 with 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 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.

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.

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 –

1. Except as modified by this Resolution, all conditions of the Resolution granting Preliminary Subdivision and Site Plan approval dated December 6, 2022 shall be continuing conditions of this approval.

2. The Applicant shall provide a Declaration of Covenants and Restrictions providing that the "stub road" to be extended into adjacent Howell Township from Charleston Court will not serve more than three single family lots to be developed on contiguous Howell Township block 172 lot 15.
3. The Riparian Buffer shall be placed within a Conservation Easement which will permit the inclusion of the access drive and stormwater management retention basin.
4. Sight Triangle Easements shall be placed at the intersection of the access road and Stone Hill Road.
5. Two potable wells on site shall be sealed by a licensed driller prior to the issuance of building permits.
6. Septic systems on the property shall be placed by a licensed contractor prior to the issuance of permits.
7. Additional plantings in the disturbed area of the 300-foot Riparian Buffer in rear yards next to the Conservation Easements shall be planted.
8. The solid waste refuse area shall be screened with a solid vinyl fence and bollards.
9. Applicant shall comply with the comments set forth in the reports of Township Planner McManus dated October 5, 2022, May 20, 2024 and May 21, 2024.
10. There shall be no decks on the Townhouses or Apartments.
11. Buildings facing one another and those facing Stone Hill Road shall be provided with enhanced facades. The Planning Board notes that the Applicant decided to enhance all facades of the building to provide continuity within the development.

12. The Applicant shall provide irrigation for all landscaped areas.
13. The Applicant shall provide an additional 18 trees along the rear lot lines of the fee simple units.
14. The Applicant shall comply with the May 3, 2024 report of the Fire Council requiring adequate clearance around structures for access by fire apparatus.
15. The Applicant shall comply with the May 2022 color scheme marked as Exhibit A-22 in evidence.
16. The Applicant shall comply with the technical recommendations in the Planners report dated June 6, 2024 marked as Exhibit A-11 in evidence including comment paragraphs 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13 14, 15, 16, and 17.
17. The Applicant shall comply with the technical recommendations set forth in the Planning Board Engineer's report dated May 21, 2024 including paragraph 4 under Zoning Requirements paragraphs 1, 2, 3 a, b, c, d, e and f, 4 a, b, and c, 5 a, b, c and d, 6, 7 a, b and c, 8 a, 9 a, 10 and 11 under Stormwater Management paragraph 2 under Sanitary Sewer, paragraph 2 under Water System, paragraphs 2, 3. And 4 under Subdivision Map, paragraphs 2, 3, 4, 5, 6, 7, 8 and 9 under Additional Sight Plan Comments.
18. The Applicant shall provide documentation confirming that the proposed Association Structure with a Master Association and Condominium Association will not result in association fees to the Affordable Units that exceed the association fees to be paid by the townhouse units.

BE IT FURTHER RESOLVED, that any Variances granted herein pursuant to Section 102 8.B.II.(c) shall expire one (1) year from the date of this resolution unless the Applicant complies with the provisions of Article IV, Section 102-8.E. 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 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: Lutkewitte

SECONDED BY: Corsi

ROLL CALL:

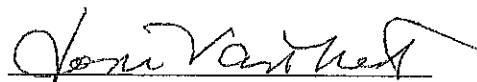
YES: Tobia, Lukowitz, Torchia Buss, Rizzuto, Corsi, Taeschler, and
Lutkewitte,

NO: None

ABSTAIN: Sullivan

ABSENT: Bader, Penczak, and Visci

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 July 9, 2024.



Joni VanNest, Secretary
Planning Board
Township of Colts Neck

EXHIBIT 13.
AREA 1 DOCUMENTATION

*Township of Colts Neck, NJ
Wednesday, June 11, 2025*

Chapter 102. Development Regulations

Part 5. Zoning and Design Requirements for Nonresidential Districts

Article X. Zoning Requirements

§ 102-109.1. Mixed-Use 1 Overlay District (MU-1).

[Added 12-16-2020 by Ord. No. 2020-20]

A. Purpose.

- (1) The purpose of the Mixed-Use 1 Overlay District (hereinafter MU-1) is to provide for the construction of mixed-used development that will support Township businesses and provide new shops and services, and private and public outdoor amenity spaces. Furthermore, this mixed-use development is required to include an affordable housing component that is intended to satisfy a portion of the Township's affordable housing obligation pursuant to the New Jersey's Fair Housing Act, N.J.S.A. 52:27D-301 et seq., the rules of the New Jersey Council on Affordable Housing, and the 2020 Settlement Agreement between the Township and Fair Share Housing Center.

B. The principal permitted uses allowed in the MU-1 Overlay District include the following:

- (1) Mixed use development consisting of nonresidential and residential uses. Buildings may include residential and nonresidential uses or may be single use buildings.
 - (a) As specified in Exhibit B to the 2020 Settlement Agreement between the Township and Fair Share Housing Center, the mixed use development requirement shall not apply to Block 48, Lots 5, 39, and 40; these lots may be developed with residential uses only.
 - (b) Permitted nonresidential uses are all principal permitted uses in the B-1, Business district, § **102-109B** of the Township Code.
 - (c) Permitted residential uses are townhouse dwelling units and multifamily dwelling units.

C. The accessory permitted uses allowed in the MU-1 Overlay District include the following:

- (1) Accessory uses and structures customarily incidental to permitted uses.
- (2) Accessory uses permitted and as regulated in the B-1, Business District, § **102-109C** of the Township Code.
- (3) Passive recreation facilities associated with the residential portion of the development, such as but not limited to, lawns, gathering areas, clubhouses, private residential swimming pools subject to § **102-108** and recreation courts subject to § **102-101**.
- (4) Interior amenities associated with the residential portion of the development such as but not limited to fitness areas, game rooms, and workstations.

- (5) Office and maintenance space associated with on-site management.
- (6) Garages, both attached and detached.
- (7) Home offices, subject to § **102-84C(19)**, with the exception that they shall be permitted in any residential use.

D. The conditional uses allowed in the MU-1 District include the following:

- (1) None.

E. Affordable housing.

- (1) The required affordable housing set-aside for any type of residential development is 20%.
- (2) Affordable housing units shall comply with the Township's affordable housing regulations and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-26.1), which shall control in the case of any conflicts with this section, provided that a minimum of 13% of the total low- and moderate-income units shall be affordable to very-low-income households (i.e., 30% or less of median income).
- (3) The affordable units shall be distributed throughout the residential buildings such that no building consists of more than 30% affordable units.

F. Area and bulk standards.

- (1) Minimum tract area: 40,000 square feet.
- (2) Minimum lot width: 200 feet.
- (3) Minimum lot frontage: 200 feet.
- (4) Principal building setbacks:
 - (a) Minimum front yard from Route 34 or Route 537: 40 feet.
 - (b) Maximum front yard from Route 34 or Route 537: 60 feet.
 - (c) Minimum highway access management road setback: 20 feet.
 - (d) Minimum side yard: 20 feet.
 - (e) Minimum rear yard: 25 feet.
- (5) Accessory building setbacks:
 - (a) Front yard: 100 feet or behind the building line of the building nearest the public or private street, whichever is less.
 - (b) Minimum side yard: 20 feet.
 - (c) Minimum rear yard: 25 feet.
 - (d) To another building: 20 feet.
- (6) Maximum residential density: eight dwelling units per acre.
- (7) Maximum building coverage: 50%.
- (8) Maximum lot coverage: 80%.
- (9) Maximum floor area ratio (FAR) for nonresidential uses: 0.15.
- (10) Maximum building height: 3 1/2 stories/45 feet.

- (a) Buildings or portions of buildings within 75 feet of a public street shall not exceed 2.5 stories/35 feet.

(11) Minimum setback to driveway, drive aisle or off-street parking: 10 feet.

- (a) Excludes attached private garages and parking within residential driveways servicing townhouse units.

G. Building design requirements.

- (1) Nonresidential or mixed use buildings located along Route 34, Route 537 or the Highway Access Management Road shall be oriented toward Route 34 or Route 537 with all or a significant portion located parallel to the street. This shall not apply to any building located behind another building. Orientation shall include the provision of one or more primary building entrances.
- (2) The first floor of any building(s), or portion of a building(s), oriented toward Route 34 or Route 537 shall consist of nonresidential uses.
- (3) First floor residential uses shall not face Route 34 or Route 537. This shall not apply to building entrances and common areas for residential uses whose width does not exceed 30 feet.
- (4) Multiple principal buildings shall be permitted on a lot.
- (5) Minimum distance between buildings:
 - (a) Front to any facade: 60 feet.
 - (b) Rear to any facade: 50 feet.
 - (c) Side to any facade: 30 feet.
 - (d) Maximum units per building:
 - [1] Townhouses: 20 units.
 - [2] Multifamily: 36 units.
- (6) Maximum building length: 200 feet.
- (7) A Colonial Williamsburg architectural style is strongly encouraged. The architectural details and style shall provide varied building elevations, design, and structural appearance within the context of a single unifying theme.
- (8) The front facade of a residential building shall not continue on the same plane for a linear distance of more than 75 feet. Minimum two-foot offsets shall be required at breaks in the facade planes.
- (9) All townhouse dwellings shall provide at least one off-street parking space within an enclosed garage located in the rear yard with access from a lane/alley. Front loaded garages and side-loaded garages requiring access in the front of the townhouse buildings they are intended to serve are prohibited.
- (10) Townhouse dwelling lots shall have their rear lot lines coinciding with an alley 24 feet wide containing a vehicular pavement width of at least 10 feet one-way and 16 feet two-way.
- (11) First-floor facades containing nonresidential uses which are visible from Route 34, Route 537 or the Highway Access Management Road shall be expressed as building modules that do not exceed 40 feet in width so as to eliminate blank walls, create more interesting architecture, and facilitate small-scale commercial opportunities. Architectural elements, including but not limited to piers, columns, insets, projections or other vertical elements may be used to visually break up the plane of the first floor facade.

- (12) Where facing Route 34, Route 537 or the Highway Management Access Road nonresidential uses shall have a minimum of 60% of the ground floor facade between three and 10 feet above grade and 30% of upper floor facades shall be transparent and shall provide visual access to the street. Blanked-out windows, windows which display only signage, or look into unused or "dead" space do not meet this requirement.
- (13) First-floor windows of nonresidential uses facing Route 34, Route 537 or the Highway Access Management Road shall be clear; tinted windows in this location are prohibited.
- (14) Building facades shall be finished in stone veneer, stucco, brick, fiber cement panel and/or cast stone. Fiber cement panels shall have the appearance of siding or shingles. Metal shall be used only for minor accentuation of other elements of the facade. Where facing a public street, exterior insulation and finishing system (EIFS) shall not be used on any portion of the building facade or column.
- (15) The maximum size of any individual commercial business (excluding office and medical use) should be limited to 5,000 square feet.
- (16) Building entrances should be articulated to make it easily identifiable by visitors and to provide architectural interest. Examples of special features of entrances include, but are not limited to, awnings and architectural treatments.
- (17) Awnings are encouraged. Where provided, awnings shall be uniform in color and material
- (18) When separate nonresidential tenants are housed on the ground floor of any building, separate entrances onto the sidewalk for each space should be provided, except when two stores share a vestibule.
- (19) Upper floor windows should be divided into individual units or groupings of individual units, rather than a continuous "ribbon."
- (20) Consistent building materials shall be used on all sides of a building that is visible from Route 34, Route 537 or the Highway Access Management Road.
- (21) Roof design:
 - (a) Flat roofs are prohibited.
 - (b) Roof shape, color, and texture should be coordinated with the exterior materials of the building's facade.
 - (c) Roof design should minimize the negative impact of roof protrusions by grouping plumbing vents, ducts, and other utility structures together.
 - (d) Rooftop equipment such as mechanical units, vents, and flues should be located centrally on the building roof, to the extent practicable. Any equipment visible from a publicly accessible area, adjacent lots, and pedestrian corridors shall be screened using parapets, pitched roof forms, or penthouses. Screening shall be constructed of the same or complementary material as the building.
- (22) All refuse containers shall be enclosed within and screened by a masonry enclosure with an exterior treatment that is complementary to the color and materials of the principal building(s).

H. Site design requirements.

- (1) Development shall comply with the Township's Highway Access Plan.
 - (a) Developments shall record parallel access road easement agreement with a continuing offer to dedicate.
 - (b) Developments shall record a shared parking and cross access easements with adjoining properties for the Highway Access Management Road and nonresidential portions of the

development. (Exhibit No. 2.)^[1]

[1] *Editor's Note: Said exhibit is included as an attachment to this chapter.*

- (c) Developments shall record a minimum ten-foot streetscape easement along both sides of the Highway Access Management Road for the planting of landscaping and outdoor amenity space (benches, gazebos, outdoor eating, outdoor gatherings, public art, fountains, or similar). Amenities within the streetscape easement may contribute toward the outdoor amenity requirement contained in § 102-109.1H(6)(i).
- (2) Residential portions of mixed use development shall be connected to the nonresidential portion of the development via pedestrian and bicycle facilities.
- (3) Development shall meet the standards in Article **XI**, Design Requirements, unless otherwise noted.
- (4) Developments shall meet the standards in § 102-109E, **F**, **G**, and **I**. However, architectural design standards addressing nonresidential uses in § 102-109E shall only apply to nonresidential buildings or portions thereof.
- (5) Lighting fixtures shall have a maximum height of 25 feet and shall be focused downward. Lighting fixtures shall not have a "shoe box" design but instead shall have a decorative design that is complementary to a Colonial Williamsburg architectural style.
- (6) Buffers and plantings shall be consistent with the requirements for nonresidential uses at § 102-115. For the purpose of this section's applicability, mixed-use development, including permitted residential buildings, shall be categorized as nonresidential uses.
 - (a) Not more than one single-loaded row of vehicle parking shall be located between a building and a public street.
 - (b) Residential uses shall provide off-street parking consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21.
 - (c) Maximum distance between off-street parking space and the unit served: 200 feet.
 - (d) Bicycle parking shall be provided at a rate of not less than 5% of the required parking spaces.
 - (e) Sidewalks shall be provided along the Highway Access Management Road. Sidewalks shall also be provided along all building facades that include a building entrance. Sidewalks are encouraged to be a minimum of eight feet wide where located adjacent to retail or restaurant uses. Sidewalks shall be designed and constructed pursuant to Township Code as well as the NJ Residential Site Improvement Standards (R.S.I.S. N.J.A.C. 5:21).
 - (f) All sidewalks and crosswalks shall be composed of brick pavers or decorative stamped concrete.
 - (g) Street trees shall be planted along all sidewalks at an interval of not more than 40 feet on center. Plantings shall be consistent with § 102-71A.
 - (h) Each building shall have one or more designated pick-up/drop-off locations within 50 feet of the primary building entrance for the purpose of package delivery and ride sharing services.
 - (i) Nonresidential development, including that which is part of a mixed use development, shall provide an area equivalent to not less than 5% of the nonresidential building floor area as outdoor amenity space available for use by site residents and the general public. Such outdoor amenity space may include benches, gazebos, outdoor eating or other gathering space, public art, fountains, or similar.

- (j) Residential development, including that which is part of a mixed use development, shall provide an area equivalent to not less than 10% of the residential building floor area as indoor and/or outdoor amenity space available for use by site residents. Such amenity space may include pools, clubhouses, benches, gazebos, outdoor eating or other gathering space, public art, fountains, or similar.
- (k) Signs shall be consistent with the standards for shopping centers and office in the B districts, § **102-109H(2)**, with the exception that the maximum height of a freestanding sign shall be eight feet.

EXHIBIT 14.
ADMINISTRATION DOCUMENTATION

The Township's existing affordable housing regulating ordinance and associated resolutions follow and will remain in full force and effect during the Fourth Round. The Township will make all necessary modifications to this ordinance to comply with any forthcoming Fourth Round requirements as updated regulations and rules are released.

*Township of Colts Neck, NJ
Sunday, February 16, 2025*

Chapter 102. Development Regulations

Part 4. Zoning and Design Requirements for Residential Districts

Article IX. Design Requirements

§ 102-97.1. Affordable housing obligation; general program purposes; procedures.

[Added 6-9-2004; amended 12-16-2020 by Ord. No. 2020-19]

- 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) as reflected in the terms of a Settlement Agreement between the Township and Fair Share Housing Center ("FSHC") 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^[1] 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.
[1] Editor's Note: See §§ 102-97.1 through 102-97.7.
- 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.
- D. This ordinance implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:93, as may be amended and supplemented.
- E. The Township shall file monitoring and status reports with Fair Share Housing Center ("FSHC") and place the reports on its municipal website. Any plan evaluation report of the Housing Element and Fair Share Plan and monitoring evaluation report prepared by the Special Master in accordance with N.J.A.C. 5:91 shall be available to the public at the Colts Neck Municipal Building.

- F. On or about June 1 of each year through the end of the period of third round judgment of repose, the Township will provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to all parties to the Township's Court-approved settlement agreements, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
- G. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in the Township's Court-approved agreement with FSHC. The Township agrees to comply with those provisions as follows:
- (1) By July 1, 2020, the Township must prepare a midpoint realistic opportunity review, as required pursuant to N.J.S.A. 52:27D-313, which the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues. In the event the Court determines that a site or mechanism no longer presents a realistic opportunity and should be replaced or supplemented, then the municipality shall have the opportunity to supplement or revise its plan to correct any deficiency.
 - (2) Within 30 days of June 1, 2021 and June 1, 2024 the Township shall prepare a review of compliance with the very-low-income housing requirements required by N.J.S.A. 52:27D-329.1 and its Court-approved settlement agreement with FSHC. The Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very-low-income requirements, including the family very-low-income requirements referenced herein and in the Township's settlement agreement with FSHC. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very-low-income housing obligation.

§ 102-97.2. Affordable housing definitions.

[Added 12-16-2020 by Ord. No. 2020-19]

Definitions. As used herein the following terms shall have the following meanings:

ACCESSORY APARTMENT

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

ACT

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

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 DEVELOPMENT

A housing development 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.

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 all the residents of the development where the unit is situated are 62 years or older; or at least 80% of the units are occupied by one person that is 55 years or older; or the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

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.).

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.

DEFICIENT HOUSING UNIT

A housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load-bearing structural systems.

DEVELOPER

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

DEVELOPMENT

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

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 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 nonresidential 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.

MAJOR SYSTEM

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

MARKET-RATE UNITS

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

MEDIAN INCOME

The median income by household size for the applicable 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.

NONEXEMPT 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 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 UHROP 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

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

VERY-LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 30% or less of the median household income.

VERY-LOW-INCOME UNIT

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

WEATHERIZATION

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

§ 102-97.3. Administration of affordable units.

[Added 12-16-2020 by Ord. No. 2020-19]

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 multiphase development:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25%	0%
25% + unit	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 development, at least 50% of the restricted units within each bedroom distribution shall be low-income units.
 - (3) Within rental developments, of the total number of affordable rental units, at least 13% of the restricted units within each bedroom distribution shall be affordable to very-low-income households.
 - (4) At least half of the affordable units in each bedroom distribution within each affordable housing development shall be affordable to low-income households.

- (5) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - (a) The combined number of efficiency and one-bedroom units shall be no greater than 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.
- (6) Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

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 other dwelling unit shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.
- (2) All restricted townhouse dwelling units and all restricted multistory dwelling units attached to at least one other dwelling unit shall have the following features:
 - (a) An adaptable toilet and bathing facility on the first floor;
 - (b) An adaptable kitchen on the first floor;
 - (c) An interior accessible route of travel on the first floor;
 - [1] An interior accessible route of travel shall not be required between stories within an individual unit.
 - (d) 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
 - (e) 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 Subsection **E(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.
 - [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.
- (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 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% 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% 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% 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 Subsection **F(9)(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 Subsection **F(9)(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 9% in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.
- (11) 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 Bergen, Somerset, and Middlesex 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 AACP, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, 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 subsection.
- (6) 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.
- (7) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- (8) 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.
 - (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^[1] shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
[1] Editor's Note: See §§ 102-97.1 through 102-97.7.
 - (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. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:
- (1) The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
 - (2) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
 - (3) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
 - (4) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.
- 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 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 9% low-income housing tax credits must comply with a control period of not less than a thirty-year compliance period plus a fifteen-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 Bergen. 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,^[2] 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.

[2] *Editor's Note: See §§ 102-97.1 through 102-97.7.*

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 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
 - (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 Subsection **R(2)(a)** through **(e)** 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 twenty-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least thirty-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.

§ 102-97.4. Municipal Housing Liaison.

[Added 12-16-2020 by Ord. No. 2020-19]

- 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 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.

§ 102-97.5. Administrative Agent.

[Added 12-16-2020 by Ord. No. 2020-19]

- A. The Township shall designate by resolution of the Township Mayor and Council, subject to the approval of the Superior Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:93 and UHAC.
- B. 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).
- C. The Administrative Agent shall perform the duties and responsibilities of an administrative agents 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;
- (2) Affirmative marketing;
- (3) Household certification;
- (4) Affordability controls;
- (5) Records retention;
- (6) Resale and 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.

§ 102-97.6. Enforcement of affordable housing regulations.

[Added 12-16-2020 by Ord. No. 2020-19]

- 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 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 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 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.

§ 102-97.7. Appeals.

Appeals from all decisions of an Administrative Agent designated pursuant to this ordinance^[1] shall be filed in writing with the Township.

[1] *Editor's Note: See §§ 102-97.1 through 102-97.7.*

RESOLUTION 2025-44

RESOLUTION OF THE TOWNSHIP COMMITTEE OF COLTS NECK TOWNSHIP ADOPTING AN “AFFIRMATIVE MARKETING PLAN” FOR COLTS NECK TOWNSHIP

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 COLTS NECK TOWNSHIP 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 COLTS NECK TOWNSHIP, 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”), COLTS NECK TOWNSHIP 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 COLTS NECK TOWNSHIP.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Committee of COLTS NECK TOWNSHIP, County of Monmouth, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. All affordable housing units in COLTS NECK TOWNSHIP shall be marketed in accordance with the provisions herein.
- B. COLTS NECK TOWNSHIP 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 COLTS NECK TOWNSHIP, 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 COLTS NECK TOWNSHIP 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. COLTS NECK TOWNSHIP 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 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
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 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 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.

I, Trina Lindsey, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of Colts Neck Township during the Reorganization meeting held on the 29th day of January 2025



Trina Lindsey, Municipal Clerk

RECORD OF VOTE					
	M S	Yes	No	NV	Ab
Mayor Torchia Buss		X			
Deputy Mayor Viola		X			
Buzzetta		X			
Fitzpatrick	S	X			
Rizzuto	M	X			
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent					

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) Native	☒ Black (non-Hispanic)	☒ Hispanic	☐ American Indian or Alaskan

☐ 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	

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

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 – 1 Veterans Way, 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) Tara Torchia Buss
 Title/Municipality Mayor/Colts Neck
 Signature Tara Buss

RESOLUTION 2025-46

**APPOINTMENT OF MUNICIPAL HOUSING LIAISON
COLTS NECK TOWNSHIP, MONMOUTH COUNTY, NEW JERSEY**

WHEREAS, pursuant to the NJ Fair Housing Act N.J.S.A. 52:27D-301 *et seq* and N.J.A.C. 5:80-26.1 et. seq., the Township of Colts Neck is required to appoint a Municipal Housing Liaison for the administration of Township of Colts Neck affordable housing program to enforce the requirements of the NJ Fair Housing Act N.J.S.A. 52:27D-301 *et seq* and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, Section 102-97.1 of the Township of Colts Neck provides for the appointment of a Municipal Housing Liaison to administer Colts Neck’s affordable housing program.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the Township of Colts Neck, in the County of Monmouth and the State of New Jersey that the Township Planner is hereby appointed by the Governing Body of the Township of Colts Neck as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with §102-97.1 of the Township of Colts Neck code.

I, Trina Lindsey, do hereby certify the foregoing to be a true and accurate copy of a resolution passed by the Township Committee of Colts Neck Township during a regular meeting held on the 29th day of January 2025



Trina Lindsey, Municipal Clerk

RECORD OF VOTE					
	M S	Yes	No	NV	Ab
Mayor Torchia Buss		X			
Deputy Mayor Viola	M	X			
Buzzetta		X			
Fitzpatrick	S	X			
Rizzuto		X			
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent					

RESOLUTION 2025-45

**APPOINTMENT OF AFFORDABLE HOUSING ADMINISTRATIVE AGENT
COLTS NECK TOWNSHIP, MONMOUTH COUNTY, NEW JERSEY**

WHEREAS, pursuant to the NJ Fair Housing Act N.J.S.A. 52:27D-301 *et seq* and N.J.A.C. 5:80-26.1 et. seq., COLTS NECK TOWNSHIP is required to appoint an administrative agent for the administration of COLTS NECK TOWNSHIP affordable housing program to enforce the requirements of the NJ Fair Housing Act N.J.S.A. 52:27D-301 *et seq* and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, Section 102-97.1 of COLTS NECK TOWNSHIP provides for the appointment of an administrative agent to administer Colts Neck’s affordable housing program.

WHEREAS, the Township Planner, Tim Anfuso, PP, has extensive experience and has served as the Township’s administrative agent for more than 10 years;

NOW THEREFORE BE IT RESOLVED, by the Governing Body of COLTS NECK TOWNSHIP, in the County of Monmouth and the State of New Jersey that the Township Planner, Tim Anfuso, PP, AICP, is hereby appointed by the Governing Body of COLTS NECK TOWNSHIP as the Administrative Agent for the all affordable housing programs with the exception of those programs with an alternative administrative agent approved by the Township, pursuant to and in accordance with §102-97.1 of COLTS NECK TOWNSHIP code.

I, Trina Lindsey, do hereby certify the foregoing to be a true and accurate copy of a resolution passed by the Township Committee of Colts Neck Township during a regular meeting held on the 29th day of January 2025



Trina Lindsey, Municipal Clerk

RECORD OF VOTE					
	M S	Yes	No	NV	Ab
Mayor Torchia Buss		X			
Deputy Mayor Viola	S	X			
Buzzetta		X			
Fitzpatrick		X			
Rizzuto	M	X			
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent					

Operating Manual for Rental Affordable Units
Township of Colts Neck, Monmouth County

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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APPENDIX

- A. COAH Annual Illustrative Rents By Housing Region
- B. COAH Annual Regional Income Limits Chart
- C. Affirmative Marketing Plan
- D. List of HUD-Certified Housing Counseling Agencies
- E. Fee Schedule

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 laws¹, 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. 5:93 and 5:91 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, or 40 years in the case of rental units. 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.

¹ <http://www.hud.gov/offices/fheo/FHILaws/index.cfm>

² <http://www.nj.gov/dca/affiliates/coah/regulations/uhac.html>

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.

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, 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.

- 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.

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.

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.

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

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, administering, 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

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.

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

- 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.

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.

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 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.

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.

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.

A municipal representative should also be invited to attend the lottery.

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.

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.

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.

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.

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 -TANF³ current award letter
 - Disability - Worker's compensation letter or

³ TANF – Temporary Assistance for Needy Families

- 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

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.

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.

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.

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.

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.

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

decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action of COAH.

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

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.

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.

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:

- 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 Determine 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.

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.

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

- 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/munilaisons.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

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	

Operating Manual for Sale Affordable Units
Township of Colts Neck, Bergen County

February 2020, updated January 2025

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
- F. Fee Schedule

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 laws¹, 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. 5:93 and 5:91 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.

¹ <http://www.hud.gov/offices/fheo/FHLaws/index.cfm>

² <http://www.nj.gov/dca/affiliates/coah/regulations/uhac.html>

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.

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/munilaisons.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, 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. 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 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.
- 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.

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.

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.

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.

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.

Responsibilities of the Municipal Attorney

The Municipal Attorney assists the municipality with developing, administering, 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.

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.

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

- 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.”

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.

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.

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.

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.

A municipal representative should also be invited to attend the lottery.

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

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.

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.

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.

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 -TANF³ 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

³ TANF – Temporary Assistance for Needy Families

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

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.

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.

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

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.

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.

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.

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 prerequisite 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*

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.

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:

- 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 Determine 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

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.

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 EXEMPTIONS⁴

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 the 180-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.

⁴ Revised 4.24.08

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.

Upon receipt of a request for an Income Waiver,⁵ 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.

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.

⁵ Rev 5.16.08

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 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.

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.

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

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.

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	

RESOLUTION 2025-61

**RESOLUTION ADOPTING AN OPERATING MANUAL FOR
ADMINSTRATION OF AFFORDABLE RENTAL UNITS**

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, under protest with the intent to appeal the Court Orders of November 21, 2024, adopted on February 11, 2025 a Third Round Housing Element and Fair Share Plan as being consistent with the goals and objectives of the Colts Neck Township 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, the Township’s Third Round Housing Element and Fair Share Plan was prepared consistent with the November 21, 2024 Orders issued by the Hon. Linda Grasso Jones, albeit under protest with the intent to appeal the Orders once the matter is deemed final;

WHEREAS, the Township agrees to comply with the Court’s November 21, 2024 Orders, albeit under protest, with the intent to appeal the Orders once the matter is deemed final and reserves all rights and positions in connection with any appeal;

WHEREAS, the Township prepared an operating manual for affordable sale units to ensure compliant administration of rental affordable units in the Township;

WHEREAS, the Township’s operating manual is compliant with the Fair Housing Act N.J.S.A. 52:27-301 and UHAC, N.J.A.C. 5:80-26.1 et seq.; and

NOW THEREFORE, BE IT RESOLVED the Township Committee of Colts Neck Township, Monmouth County, State of New Jersey, hereby adopts the operating manual for sale affordable units.

I, Trina Lindsey, do hereby certify the foregoing to be a true and accurate copy of a resolution passed by the Township Committee of Colts Neck Township during a regular meeting held on the 12th day of February 2025


Trina Lindsey, Municipal Clerk

RECORD OF VOTE					
	M S	Yes	No	NV	Ab
Mayor Torchia Buss		X			
Deputy Mayor Viola		X			
Buzzetta		X			
Fitzpatrick	S	X			
Rizzuto	M	X			
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent					

RESOLUTION 2025-62

**RESOLUTION ADOPTING AN OPERATING MANUAL FOR
ADMINISTRATION OF AFFORDABLE SALE UNITS**

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, under protest with the intent to appeal the Court Orders of November 21, 2024, adopted on February 11, 2025 a Third Round Housing Element and Fair Share Plan as being consistent with the goals and objectives of the Colts Neck Township 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, the Township’s Third Round Housing Element and Fair Share Plan was prepared consistent with the November 21, 2024 Orders issued by the Hon. Linda Grasso Jones, albeit under protest with the intent to appeal the Orders once the matter is deemed final;

WHEREAS, the Township agrees to comply with the Court’s November 21, 2024 Orders, albeit under protest, with the intent to appeal the Orders once the matter is deemed final and reserves all rights and positions in connection with any appeal;

WHEREAS, the Township prepared an operating manual for affordable sale units to ensure compliant administration of sale affordable units in the Township;

WHEREAS, the Township’s operating manual is compliant with the Fair Housing Act N.J.S.A. 52:27-301 and UHAC, N.J.A.C. 5:80-26.1 et seq.; and

NOW THEREFORE, BE IT RESOLVED the Township Committee of Colts Neck Township, Monmouth County, State of New Jersey, hereby adopts the operating manual for sale affordable units.

I, Trina Lindsey, do hereby certify the foregoing to be a true and accurate copy of a resolution passed by the Township Committee of Colts Neck Township during a regular meeting held on the 12th day of February 2025



Trina Lindsey, Municipal Clerk

RECORD OF VOTE					
	M S	Yes	No	NV	Ab
Mayor Torchia Buss		X			
Deputy Mayor Viola	M	X			
Buzzetta		X			
Fitzpatrick	S	X			
Rizzuto		X			
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent					

EXHIBIT 15.
TRUST FUND DOCUMENTATION

The Township's existing development fee ordinance and associated resolutions addressing the affordable housing trust fund follow and will remain in full force and effect during the Fourth Round. The Township will make all necessary modifications to this ordinance to comply with any forthcoming Fourth Round requirements as updated regulations and rules are released.

The Township will make all necessary modifications to the draft Spending Plan to comply with any forthcoming Fourth Round requirements as updated regulations and rules are released.

§ 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.

- (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 6-9-2004¹; amended 12-10-2008]

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

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

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.

- (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.

- (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

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.

- (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

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

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.

2025 FOURTH ROUND

SPENDING PLAN

TOWNSHIP OF COLTS NECK

MONMOUTH COUNTY

NEW JERSEY

Draft

DRAFT: JUNE 2025



INTRODUCTION

The Township of Colts Neck has prepared a Fourth Round Housing Element and Fair Share Plan that addresses its affordable housing obligation in accordance with the Fair Housing Act (N.J.S.A. 52:27D-3.01). This Spending Plan addresses the anticipated collection of money in the affordable housing trust fund, anticipated expenditures and the method of allocating funds through the end of the Fourth Round, July 1, 2035. The terms herein are consistent with the Fair Housing Act as well as the Draft Fair Housing Act Regulations, N.J.A.C. 5:99. The Township reserves the right to amend this Spending Plan to address the adopted Fair Housing Act Regulations, N.J.A.C. 5:99.

A development fee ordinance creating a dedicated revenue source for affordable housing was adopted by the Township in 2004 and approved by the Superior Court on June 7, 2004. The Ordinance was amended in 2008 and approved by Superior Court as part of the Township's Judgment of Repose. Among other attributes, the ordinance established the development fees to be collected and the terms of the Township's affordable housing trust fund.

To date, Colts Neck has collected \$2,181,828 in development fees and interest. There have been \$837,451 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 the Fair Housing Act and consistent with this Spending Plan, as described in the sections that follow.

Affordable Housing Trust Fund Summary		
As of March 31, 2025		
		Total Collected through March 31, 2025
Development Fees	+	\$1,927,856
Interest	+	\$154,277
Payments in Lieu of Construction	+	0
Other Income	+	\$99,694
Expenditures	-	\$837,451
Ending Balance 12/31/24		\$1,344,377



FOURTH ROUND REVENUES

In calculating a projection of revenue anticipated during the Fourth Round, Colts Neck Township considered the following:

- A. Development Fees. The Township anticipates that it will receive up to \$1,502,340 from residential development and nonresidential development fees between April 1, 2025, and the end of the Fourth Round, July 1, 2035.
 - 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 \$143,080 in interest between January 1, 2025 and the end of Fourth Round, July 1, 2035.

Assumptions. Projected residential and non-residential development fees are based on approved development and development trends of the last five (5) years.



Projected Revenue												
Revenue Source	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035 (through July)	Total
Development Fees	\$95.76k	\$133k	\$133k	\$133k	\$133k	\$133k	\$133k	\$133k	\$133k	\$133k	\$66.5k	\$1,359,260
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest	\$10.08k	\$14k	\$14k	\$14k	\$14k	\$14k	\$14k	\$14k	\$14k	\$14k	\$7k	\$143,080
Total	\$105,840	\$147,000	\$147,000	\$147,000	\$147,000	\$147,000	\$147,000	\$147,000	\$147,000	\$147,000	\$73,500	\$1,502,340



ADMINISTRATIVE MECHANISM TO COLLECT & DISTRIBUTE FUNDS

The following steps for the collection and distribution of development fee revenues shall be followed by Colts Neck Township.

1. 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.A.C. 5:99-3*.
2. 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 the Fair Housing Act, during the Fourth Round:

1. Affordability assistance to very low-, low- and moderate-income buyers and renters of affordable housing units; and
2. Sewer infrastructure funding

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.

Sewer Infrastructure Funding

Pursuant to two Orders issued by the Hon. Linda Grasso Jones, J.S.C. on November 21, 2024, the Township, among other things, is required to provide up to \$2 million toward extending water and/or sewer service to affordable housing in "Area 1" (as specified in Exhibit B to the 2020 Fair Share Housing Center Settlement Agreement and as specified in the Court's November 21, 2024 Orders. The Township, under protest and with the acknowledgement of an on-going appeal of these Orders, commits to implementing these Orders and if required, will utilize its available affordable housing trust fund to do so. This Spending Plan anticipates \$1,777,300 will be available for this purpose.



Affordability Assistance

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. This Spending Plan allocates 30% of anticipated revenues to affordability assistance as was required for the third round pursuant to N.J.A.C. 5:97-8.8. However, it is recognized no such requirement is provided in N.J.A.C. 5:99, instead stating “a *portion* of all development fees and collected interest earned” shall be set-aside for affordability assistance. The Township reserves the right to amend this Spending Plan should the adopted version of N.J.A.C. 5:99 not require 30% of collected development fees and interest be allocated to affordability assistance or a specified portion be allocated for very low income households .

Permitted affordability expenditures include but are not limited to down-payment assistance and security deposit assistance, rental assistance, low interest loans and converting low-income units to very-low-income units or creating new very low income units. The Township will operate security deposit and rental assistance programs to fulfill the affordability assistance requirements. See the Appendix to this Spending Plan for additional information.

Affordability Assistance Calculation		
Actual development fees through December 31, 2024		\$2,082,134
Less Nonresidential Development Fee Reimbursements	-	\$0.00
Development fees and interest projected through July 1, 2035	+	\$1,502,340
Less development fees collected for new construction of affordable housing	-	\$0.00
<i>Total</i>	=	<i>\$3,584,474</i>
30 percent requirement	x 0.30 =	\$1,075,342
Less affordability assistance expenditures through December 31, 2024	-	\$5,925
<i>Projected minimum affordability assistance requirement</i>	=	<i>\$1,069,417</i>
<i>Projected minimum very low-income affordability assistance requirement</i>	÷ 3 =	<i>\$356,472</i>



ADMINISTRATIVE EXPENSES

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 December 31, 2024		\$2,181,828
Non-residential Development Fee Reimbursements	-	\$0
Development fees and interest projected through July 1, 2035	+	\$1,502,340
<i>Total</i>	=	<i>\$3,684,168</i>
20 percent maximum permitted administrative expenses	x 0.20 =	\$736,834
Less administrative expenditures through December 31, 2024	-	\$794,025
<i>Projected Administrative Costs through July 1, 2035</i>	=	<i>\$0</i>

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 sewer infrastructure funding.

Projected Expenditures												
Revenue Source	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035 (through July)	Total
Sewer Expenditure	\$0	\$0	\$1 million	\$773k	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,777,300
Administrative expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Affordability Assistance Program	\$52.917k	\$107k	\$107k	\$107k	\$107k	\$107k	\$107k	\$107k	\$107k	\$107k	\$53.5k	\$1,069,417
Total	\$52,917	\$107,000	\$107,000	\$1,107,000	\$107,000	\$107,000	\$107,000	\$107,000	\$107,000	\$107,000	\$53,500	\$2,069,417



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 Plan. The following table provides a summary of anticipated collections and expenditures of the Affordable Housing Trust Fund as stated herein.

Spending Plan Summary		
Affordable Housing Trust Fund Balance March 31, 2025		\$1,344,377
Projected Revenue, 2025-2035	+	\$1,502,340
Total	=	\$2,846,717
Sewer Infrastructure Expenditure	-	\$1,777,300
Administrative expenditures through July 1, 2035	-	\$0
Affordability Assistance through July 1, 2035	-	\$1,069,417
Excess Funds	=	\$0



APPENDIX: AFFORDABILITY ASSISTANCE PROGRAM

SECURITY DEPOSIT ASSISTANCE

Colts Neck will operate 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 operate 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.



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.

Draft

RESOLUTION 2025-XX

RESOLUTION OF INTENT TO FUND

WHEREAS, pursuant to the substantive regulations of the New Jersey Council On Affordable Housing (COAH), certain portions of the 2025 Fourth Round Housing Plan Element and Fair Share Plan as adopted under protest by the Planning Board on June 9, 2025 may require a financial commitment by the municipality; and

WHEREAS, the Township’s Third Round Housing Plan Element and Fair Share Plan was prepared to address the fourth round affordable housing obligation as well as the November 21, 2024 Order issued by the Hon. Linda Grasso Jones; and

WHEREAS, this 2024 Order granted the Township’s durational adjustment and required the Township’s Plan to be adopted within 90 days of its issuance and for the adopted housing plan to include several provisions, the most consequential being granting the Township’s request for a durational adjustment, elimination of the durational adjustment waiver for which the “Area 1” overlay district and up to \$2 million infrastructure contribution to “Area 1” (as defined in Exhibit B to the 2020 FSHC Settlement Agreement) was designed to address, retention of the “Area 1” overlay district notwithstanding elimination of the aforementioned waiver, provision of the up to \$2 million infrastructure contribution to “Area 1” notwithstanding elimination of the aforementioned waiver, and removing the market to affordable program; and

WHEREAS, the Township’s spending plan provides funding from the affordable housing trust fund for the affordability assistance and infrastructure funding as required by the November 21, 2024 Order referenced herein; and

WHEREAS, Colts Neck Township anticipates that funding will come from the following sources to satisfy said obligation: sources including, but not limited to, the affordable housing trust fund – development fee payments and in-lieu payments; and governmental sources such as the Federal Low Income Housing Tax Credits, 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’s affordable housing funding obligation, the Township shall provide sufficient funding to address any shortfalls;

NOW THEREFORE BE IT RESOLVED by the Governing Body of Colts Neck Township, 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; and

BE IT FURTHER RESOLVED that said shortfall shall be funded by bonding if there are no other resources available.

I, Trina Lindsey, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of Colts Neck Township during the Reorganization meeting held on the 11th day of June 2025

Trina Lindsey, Municipal Clerk

RECORD OF VOTE					
	M S	Yes	No	NV	Ab
Mayor Torchia Buss					
Deputy Mayor Viola					
Buzzetta					
Fitzpatrick					
Rizzuto					

M - Moved	S - Seconded	X - indicates vote	NV - Not Voting	Ab - Absent