Housing Plan Element
and
Fair Share Plan

Prepared for:
Barnegat Township
Ocean County, New Jersey

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Amendments are depicted thusly:

Additions: ***Bold & Italics***
Deletions: ~~Strikethrough~~

The original of this document was signed and sealed in accordance with New Jersey Law.

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Housing Plan Element

A. Introduction

Barnegat Township contains a total land area of 39.76 square miles, including 33.62 square miles of land and 6.14 square miles of water. The Township is located in Ocean County, New Jersey. It is bordered by Ocean Township and Lacey Township to the north, Long Beach Island and Harvey Cedars to the east, Stafford Township to the south, and Woodland Township to the west.

Barnegat Township has prepared this Housing Plan Element and Fair Share Plan in response to the New Jersey Supreme Court's March 2015 Decision on Fair Share Housing and the decision regarding the "Gap Period." In addition, this Plan has been prepared in accordance with the Court approved April 20, 2017 Settlement Agreement, June 19, 2017 Court Master's Report prepared by Clark Caton Hintz, and the November 27, 2017 Supplemental Settlement Agreement between Fair Share Housing Center and Barnegat Township. This Housing Plan Element and Fair Share Plan has also been prepared in accordance with the provisions of N.J.A.C. 5:93 as outlined in the Settlement Agreement.

The New Jersey Municipal Land Use Law, N.J.S.A. 40:550-l to -136 ("MLUL") and the New Jersey Fair Housing Act, N.J.S.A. 52:270-301 to -329 ("FHA") require every municipal planning board to adopt a Housing Plan Element to its Master Plan and further require the governing body of each municipality to adopt a Fair Share Plan. More specifically, the FHA and MLUL require municipalities to adopt a Housing Element that addresses the municipal present and prospective housing needs, "with particular attention to low and moderate income housing." In accordance with the Fair Housing Act at N.J.S.A. 52:270-310 and the Council on Affordable Housing's ("COAH") Third Round Substantive Rules at N.J.A.C. 5:93, a Housing Element shall contain at least the following:

In accordance with the Fair Housing Act at N.J.S.A. 52:27D-310, a Housing Element shall contain at least the following:

1. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;

2. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;

3. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;

4. An analysis of the existing and probable future employment characteristics of the municipality;

5. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing; and

6. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

7. A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot, and block;

8. The location and capacities and proposed water and sewer lines and facilities relevant to the designated sites;

9. Copies of necessary applications for amendments to, or consistency determinations regarding, applicable area-wide water quality management plans (including wastewater management plans).

10. A copy of the most recently adopted master plan and where required, the immediately preceding, adopted master plan;

11. For each designated site, a copy of the New Jersey Freshwater Wetlands maps where available. When such maps are not available, municipalities shall provide appropriate copies of the National Wetlands Inventory maps provided by the U.S. Fish and Wildlife Service;

12. A copy of appropriate, United States Geological Survey Topographic Quadrangles for designated sites; and

13. Any other documentation pertaining to the review of the municipal housing element as may be required by the appropriate authority.

The preparation and submission of a Housing Element of a municipality’s Master Plan, and a Fair Share Plan, is the first major step in the process for petitioning the Ocean County Court for Substantive Certification and Judgment of Repose.

Affordable Housing regulations define “Fair Share Plan” as follows:

> "Fair Share Plan" means that plan or proposal, which is in a form that may readily be converted into an ordinance, by which a municipality proposed to satisfy its obligation to create a realistic opportunity to meet its fair share of low and moderate income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low and moderate income housing, as provided in sections 9 and 14 of the Act, addresses the development regulations necessary to implement the housing element, and addresses the requirements of N.J.A.C. 5:93-7 through 11.

This Housing Element and Fair Share Plan (“Plan”) satisfies all of the applicable requirements set forth within the MLUL, the FHA, N.J.A.C. 5:93, and all requirements or stipulations within the

Settlement Agreements. The most recently adopted Master Plan is available on file at the Barnegat Municipal Office.

History of Barnegat Township's Affordable Housing Compliance

Barnegat Township originally received a Prior Round Judgement of Compliance and Repose in October of 1997 for its Prior Round Plan. On December 16, 2008, Barnegat Township adopted a Third Round Housing Element and Fair Share Plan ("Plan") in accordance with Procedural Rules (N.J.A.C. 5:96) and Substantive Rules (N.J.A.C. 5:97) promulgated by the Council on Affordable Housing (COAH). Additionally, the Plan had been prepared in accordance with the requirements set forth within Affordable Housing Reform Statue, P.L. 2008, c.46, which became effective on July 17, 2008.

The Township of Barnegat amended its 2008 Housing Plan Element and Fair Share Plan and the amended plan was adopted on August 25, 2009. The Township petitioned COAH for approval of the 2009 Plan on December 3, 2009, and the plan was deemed complete by COAH on December 15, 2010. The Township Spending Plan was approved in 2001; however, the 2009 Plan never received substantive certification.

The Township, however, maintained compliance with COAH regulations through the implementation of inclusionary zoning ordinances which required new developments to either provide for low and/or moderate income homes included with market-rate homes or to contribute to the Township's Housing Trust Fund.

On June 8, 2015, the Township adopted "Catalyst for Change" Resolution 2015-170 that reaffirmed the Township's commitment to voluntary Mount Laurel compliance: "The Township hereby affirms its commitment to satisfy its affordable housing obligations, however they may be ultimately defined, voluntarily and in the absence of any additional Mount Laurel lawsuits." The Township followed up with this Resolution by filing a Declaratory Judgement action and a motion for temporary immunity on July 2, 2015.

On September 11, 2015, Judge Troncone issued an order granting the Township immunity from exclusionary zoning lawsuits, and appointing Philip B. Caton, P.P., A.I.C.P. as the new Court appointed Special Master. On October 1, 2015, the Township filed a full status update report with the Court and the Court Master. The Court also appointed Richard B. Reading as a regional Court Master, and Mr. Reading subsequently produced a report containing preliminary fair share numbers for all of the municipalities in Ocean County, including Barnegat Township. On April 20, 2017 a settlement agreement was reached in this matter. The Court held Fairness Hearings on June 23, 2017 and November 3, 2017. As a result of objections raised by 111 West Bay and Nautilus, LLC (Shoreline) and Barnegat Hills Associates (Compass Point), on December 5, 2017 Judge Troncone entered a "Consent Order Approving the Supplemental Settlement Agreement between the Township of Barnegat, Fair Share Housing Center, 111 West Bay and Nautilus, LLC and Barnegat Hills Associates, LP, and Approving the Redevelopment Plan Term Sheet Agreed to by the Aforementioned Four (4) Parties," which Consent Order was amended and the Amended Consent Order entered on February 2, 2018. Through this Housing Plan Element and Fair Share Plan and the Consent Order, as amended, the Township intends to address key steps set forth within the Settlement Agreement, as supplemented, and the Consent Order, as amended, in order to obtain a Final Judgement of Compliance and Repose.

B. Inventory of Housing Stock

Age of Housing Stock

Presented below in Table 1, Housing Characteristics, is the data to generate its estimates for Barnegat.

The vast majority of Barnegat's housing stock has been constructed relatively recently. Over half of the housing stock, represented by the 2015 ACS, was constructed after 1980 (66.1 percent). Only 284 housing units were constructed prior to 1950.

Table 1 **Housing Characteristics**		
Time of Construction	Number of Units	Percent of Units
Prior to 1950	284	3.0%
1950-1959	174	1.9%
1960-1969	345	3.7%
1970-1979	2,369	25.3%
1980-1989	1,508	16.1%
1990-1999	1,178	12.6%
2000-2009	3,209	34.2%
2010-2013	293	3.1%
2014 or Later	13	0.1%
Total	**9,373**	**100.0%**
Source: 2015 American Community Survey 5-year Estimate		

Condition of Housing Stock

This Plan utilizes the 2015 ACS to estimate the number of substandard housing units in Barnegat that are occupied by low and moderate income households. ACS data considers the following factors to estimate the number of substandard housing units:

Persons per room: 1.01 or more persons per room is an index of overcrowding.

Plumbing facilities: Inadequate plumbing facilities is indicated by either a lack of exclusive use of plumbing facilities or incomplete plumbing facilities.

Kitchen facilities: Inadequate kitchen facilities are indicated by shared use of a kitchen or the lack of a sink with piped water, a stove or a refrigerator.

Using the above indicators, the table below shows the number of substandard occupied housing in the Township of Barnegat

Table 2 Condition of Housing Stock		
	Total	Percentage
Number of Persons per Room		
1.01 or more	132	1.6%
Plumbing Facilities		
Occupied Units with Complete Plumbing Facilities	8,293	99.8%
Units Lacking Complete Plumbing Facilities	20	0.2%
Kitchen Equipment		
Occupied Units with Complete Kitchen Facilities	8,280	99.6%
Lacking Complete Kitchen Facilities	33	0.4%
Total Occupied Units	**8,313**	**100%**
Source: 2015 American Community Survey 5-year Estimate		

The 2015 ACS indicators presented were utilized to estimate the presence of substandard housing within Barnegat Township. Table 2 above depicts 185 substandard units. The analysis completed to determine the Present Need that takes into account factors such as double counting and ratios of low and moderate income households indicates that 86 units are substandard and have a low or moderate income household occupying the substandard unit. Therefore the Township's Present Need is 86 units.

Purchase or Rental Value of Housing Stock

The median value of sales housing in Barnegat Township was $245,800 according to the 2015 ACS, slightly lower than the Ocean County median value of sales housing, which was $262,700 according to the 2015 ACS. Table 3 below shows the percentage of housing units in each value category as presented within the 2015 ACS.

Table 3 Value of Owner-Occupied Units		
Value	Units	Percentage
Less than $50,000	459	6.4%
$50,000 to $99,999	175	2.4%
$100,000 to $149,999	445	6.2%
$150,000 to $199,999	1,097	15.2%
$200,000 to $299,999	2,873	39.9%
$300,000 to $499,999	2,015	28.0%
$500,000 to $999,999	101	1.4%
$1,000,000 or more	32	0.4%
Total	**7,197**	**100.0%**
Median (dollars)	$245,800	
Source: 2015 American Community Survey 5-year Estimate		

For rental units, the median gross rent was $1,438.00. Of the 1,064 occupied rental units listed by the 2015 ACS, almost half (48.9% or 520) of them cost between $1,000.00 to $1,499.00, as shown below within Table 4. Over 42 percent of the rentals (454) cost $1,500 or more. The next category was identified as rentals starting at $500.00 to $999.00, which accounted for 8.5 percent (90) of all renter occupied units.

Table 4 **Cost of Rent in Barnegat Township**		
Contract Rent Specified	Units	Percentage
Less than $500	0	0.0%
$500-$999	90	8.5%
$1,000-$1,499	520	48.9%
$1,500-$1,999	378	35.5%
$2,000-$2,499	25	2.3%
$2,500-$2,999	51	4.8%
$3,000 or more	0	0.0%
No Rent Paid	52	N/A
Total Occupied Units Paying Rent	1,064	100.00%
Median (dollars)	$1,438	
Source: 2015 American Community Survey 5-year Estimate		

Occupancy Characteristics and Types of Housing Units

According to the 2015 ACS, out of the 9,373 total housing units in the Township, 8,313 were occupied units (88.7 percent). Of the 8,313 occupied housing units in the Township, 7,197 (86.6 percent) were owner-occupied and 1,116 (13.4 percent) were rentals.

Table 5a **Owner Occupied/Rentals and Total Occupied Units**		
	Total	Percentage
Housing Units		
Total Number of Housing Units	9,373	100%
Occupied Units		
Total Number of Occupied Housing Units	8,313	88.7%
Owner-Occupied		
Total Number of Owner-Occupied Housing Units	7,197	86.6%
Renter-Occupied		
Total Number of Renter-Occupied Housing Units	1,116	13.4%
Source: 2015 American Community Survey 5-year Estimate		

As of the 2015 ACS, there were 9,373 housing units in Barnegat, shown in Table 5b. The vast majority of the housing stock consists of single-family detached and attached housing.

Table 5b Housing Units		
Units in Structure	Number of Structure	Percentage
1-Unit Detached	7,855	83.8%
1-Unit Attached	508	5.4%
2 Units	45	0.5%
3 or 4 Units	153	1.6%
5 to 9 Units	303	3.2%
10 to 19 Units	80	0.9%
20 Units or more	36	0.4%
Mobile Home	393	4.2%
Other	0	0.0%
Total	9,373	100.0%
Source: 2015 American Community Survey 5-year Estimate		

Units Affordable to Low and Moderate Income Households

Low income households are defined as earning less than or equal to 50 percent of a regional median income. Moderate income households earn more than 50 percent of regional median income, but less than 80 percent of regional median income.

In addition, COAH developed a sliding scale for income limits, which defines low and moderate income limits based on household size. COAH determined separate incomes for households from one (1) up to eight (8) persons per household.

Similarly, housing units are to be priced to be affordable to households who could reasonably be expected to live within the housing units. For example, the current Affordable Housing rules require that an efficiency unit be affordable to a household of one (1) as shown below in Table 6.

Table 6 2016 NJHMFA Income Limits for Ocean County					
Median Income	$63,700				
	1 Person	2 Person	3 Person	4 Person	5 Person
Moderate (80% of Median)	$50,960	$58,240	$65,520	$72,720	$78,560
Low (50% of median)	$31,850	$36, 400	$40,950	$45,450	$49,100
Very Low (30% of the Median)	$19,110	$21,840	$24,570	$27,270	$29,460

To be affordable, a household should not be paying more than 28 percent of its gross income on principal, interest, taxes and insurance, subsequent to a minimum down payment of 5 percent. A rental unit is affordable if the household is paying no more than 30 percent of its income on rent and utilities. The following tables display the amount of homeowners and renters who are paying more than 30% of gross income on mortgages or rent.

Table 7
Monthly Owner Cost as a Percentage of Household Income in 2015 *ACS

Percentage of Income	Number	Percentage
Less than 20%	944	22.0%
20% to 24.9%	639	14.9%
25% to 29.9%	600	14.0%
30% to 34.9%	590	13.7%
35% or more	1,525	35.5%
Total	**4,298***	**100%**

Source: 2015 American Community Survey 5-year Estimate

* 22 units not computed

C. Projected Housing Stock

Since 2000, Barnegat Township has issued building permits for 4,231 housing units. The Township also issued permits to demolish 67 units during the time period from 2000-2016 (2016 data is available until the end of September of 2016), as shown within Table 8 below.

Table 8
Dwelling Units Authorized

Year	Residential Building Permits Issued	Residential Demolitions	Total Added
2000	187	6	**181**
2001	197	11	**186**
2002	483	2	**481**
2003	717	1	**716**
2004	482	0	**482**
2005	394	0	**394**
2006	311	3	**308**
2007	231	1	**230**
2008	236	0	**236**
2009	176	0	**176**
2010	125	4	**121**
2011	52	4	**48**
2012	219	7	**212**
2013	133	6	**127**
2014	83	11	**72**
2015	102	6	**96**
2016	170	5	**165**
Total	**4,298**	**67**	**4,231**

Source: Both Building Permit and Demolition data obtained from the New Jersey Department of Community Affairs, Division of Codes and Standards website; Accessed on October 24, 2016.
*DATA ONLY AVAIALABLE THROUGH END OF September, 2016

D. Municipality's Demographic Characteristics

Barnegat Township has grown steadily over the last five decades. From 1970 to 2010, its population has increased at an average rate of 458 people per year. According to estimates provided by New Jersey's Department of Labor, Barnegat Township's year 2010 population was 20,940, as shown in Table 9. The North Jersey Transportation Planning Authority (NJTPA) conducted population projections for its jurisdiction which included Barnegat Township. The projections were calculated and estimated in January 2012. The projections show that the Township will keep growing through 2040. NJTPA's projections show a population percent change of 47.4% between 2010 and 2040. Population density is a measure of the number of people residing within a given land area. As the table shows, Barnegat is of relatively low density given the amount of land area the Townships occupies.

Table 9
Barnegat Township Population Characteristics 1950-2040 (Projected)

Year	Population	Population Increase	Percentage Increase
1950	1,173	-	-
1960	1,270	97	8.3%
1970	1,539	269	21.2
1980	8,702	7,163	465.4%
1990	12,235	3,533	40.6%
2000	15,270	3,035	25.0%
2010	20,940	5,670	37.1%
2040*	30,880	9,944	47.4%

*Population Density displayed as residents per square mile
**Population Projections from North Jersey Transportation Planning Authority
Sources: U.S. Census Bureau; North Jersey Transportation Planning Authority

The median age in Barnegat Township (45.5) is very close to the median age of Ocean County (42.8) as shown below in Table 10. It appears that there is a significant percentage of residents age 65 and over both within the Township and within Ocean County as a whole. However, it must be noted that there is a significant difference between the number of residents age 65 and over in Barnegat Township (24.9%) versus Ocean County (21.7 %).

Table 10
Population Comparison by Age

Age	Barnegat Township	Ocean County
Under 5	6.2%	6.8%
5 to 19	17.7%	18.7%
20 to 24	4.2%	5.5%
25 to 44	20.6%	21.5%
45 to 64	26.3%	25.8%
Over 65	24.9%	21.7%
Total	**100.00%**	**100.00%**
Median Age	**45.5**	**42.8**

Source: 2015 American Community Survey 5-year Estimate

The 2015 ACS indicates that the median income of Barnegat residents ($65,405) was marginally higher than the median income for Ocean County ($61,994) and significantly lower than the State ($71,093). In addition, the per capita income of Barnegat residents was $29,944, slightly lower than the Ocean County per capita income of $31,200, and significantly lower than the per capita income for all New Jersey households of $36,582. Further, approximately 75 percent of Barnegat households earned $100,000 or less in 2015. The corresponding percentage for Ocean County was only 71.5 percent. A distribution of households by income for Barnegat Township and Ocean County is presented within Table 11.

Table 11
Households by Income

Income Level	Barnegat Township	Ocean County
Less than $10,000	404	9,825
$10,000-$14,999	211	9,043
$15,000-$24,999	559	22,942
$25,000-$34,999	777	21,027
$35,000-$49,999	1,318	28,128
$50,000-$74,999	1,607	39,819
$75,000-$99,999	1,367	28,335
$100,000-$149,999	1,180	36,639
$150,000-$199,999	594	15,695
$200,000 or more	296	11,041
Median Household Income	**$65,405**	**$61,994**

Source: 2015 American Community Survey 5-year Estimate

As per the 2010 US Census, the average household size in Barnegat Township was 2.56 persons per household and the average family size was 2.98 persons. As per the 2015 ACS, there was a total of 8,313 owner-occupied units within the Township. Of which, 72.2 percent or 6,001 individuals were a part of family households and 27.8 percent or 2,311 were a part of non-family households. The distribution of household types is illustrated within Table 12, Household by Types in 2015, below.

Table 12
Households by Type

Household Type	Number	Percent
Total Occupied Households	**8,313**	**100**
Family households (families)	**6,001**	**72.2**
Married-couple family	5,079	61.1
Other family	914	11.0
Female householder, no husband present	731	8.8
Male householder, no wife present	182	2.2
Nonfamily households	**2,311**	**27.8**
Householder living alone	1,970	23.7
Householder 65 years and over	1,271	15.3

Source: 2015 American Community Survey 5-year Estimate

E. Employment Characteristics

The 2015 ACS reports on work activity of residents 16 years and older. From this population, 53.9% of the work force was male and 47.9% was female. The average commuting time of a Barnegat worker was 35.6 minutes. The majority (80.4%) of Barnegat Township residents work within the private sector, as shown below within Table 13.

Table 13
Classification of Workers

Class	Number	Percentage
Private Wage and Salary	7,080	80.4 %
Government Workers	1,345	15.3%
Self Employed	385	4.4%
Unpaid Family Workers	0	0.0%
Total	**8,810**	**100%**

Source: 2015 American Community Survey 5-year Estimate

An analysis of the employed (over the age of 16) by economic sector indicates that Barnegat workers were involved in a broad array of economic sectors. The highest concentration of workers is within the service sector, most notable the educational and health services with 29.5 percent of the work force as shown below within Table 14.

Table 14
Workforce by Sector

Sector	Employees	Percentage of Workforce
Agriculture, Forestry, Fisheries & Mining	18	0.2
Construction	560	6.4
Manufacturing	222	2.5
Wholesale Trade	359	4.1
Retail Trade	1,377	15.6
Transportation, Warehousing and Utilities	614	7.0
Information	301	3.4
Finance, Insurance & Real Estate	497	5.6
Professional, Scientific, Management, Administrative, and Waste Management Services	822	9.3
Educational, Health, and Social Services	2,602	29.5
Arts, Entertainment, Recreation, Accommodation and Food Services	690	7.8
Other Services	366	4.2
Public Administration	382	4.3

Source: 2015 American Community Survey 5-year Estimate

The workforce occupation characteristics in Barnegat Township were compared with that of Ocean County. As indicated in Table 16 the occupation characteristics of the Township's residents compare closely with that of workers residing in the County. The Township maintained a slightly higher percentage in Education, Health, and Social services than that at the County level. The County had a higher percentage of jobs in several industries compared to the Township's. Both the Township and County Occupational Characteristics are summarized within Table 15.

Table 15
Occupation Characteristics

Sector	Barnegat Township (Percentage)	Ocean County (Percentage)
Agriculture, Forestry, Fisheries & Mining	0.2	0.3
Construction	6.4	8.1
Manufacturing	2.5	5.2
Wholesale Trade	4.1	3.0
Retail Trade	15.6	13.8
Transportation, Warehousing and Utilities	7.0	5.7
Information	3.4	2.4
Finance, Insurance & Real Estate	5.6	6.6
Professional, Scientific, Management, Administrative, and Waste Management Services	9.3	9.9
Educational, Health and Social Services	29.5	26.3
Arts, Entertainment, Recreation, Accommodation and Food Services	7.8	8.2
Other Services	4.2	5.0
Public Administration	4.3	5.6

Source: 2015 American Community Survey 5-year Estimate

In addition, in order to understand what implications this employment data has for the Township and understand what the employment field and area trends are for Barnegat Township and Ocean County, the New Jersey Department of Labor ("NJDOL") has prepared projections, which analyze the expected increase or decrease in a particular employment sector by the year 2022. This data has been summarized and is illustrated within Table 16.

Table 16 Ocean County Projected Employment				
Industry	2014 Estimated Employment	2024 Projected Employment	Numeric Change	Outlook
Accommodation and Food Services	14,710	16,966	2,256	Growing
Administrative and Support and Waste Management and Remediate	7,051	8,067	1,016	Growing
Arts, Entertainment, and Recreation	5,240	6,121	881	Growing
Construction	9,053	9,651	598	Stable
Educational Services	18,784	18,889	105	Stable
Finance and Insurance	3,806	3,432	-374	Declining
Government	13,629	12,978	-651	Declining
Health Care and Social Assistance	33,338	42,152	8,814	Growing
Information	1,297	1,207	-90	Declining
Management of Companies and Enterprises	493	524	31	Stable
Manufacturing	4,374	3,603	--771	Declining
Natural Resources and Mining	123	111	-12	Declining
Other Services (except Government)	7,768	9,157	1,389	Growing
Professional, Scientific, and Technical Services	6,997	8,175	1,178	Growing
Real Estate and Rental and Leasing	2,647	2,742	95	Stable
Retail Trade	27,439	28,654	1,215	Stable
Transportation and Warehousing	2,798	3,160	362	Growing
Utilities	1,114	1,130	16	Stable
Wholesale Trade	3,598	3,774	176	Stable
Total (All Industries)	164,259	180,493	16,234	Growing
Source: New Jersey Department of Labor and Workforce Development, 2014				

As indicated above, it is projected that in 2024 employment will increase or remain stable in almost all of the occupations and overall the economy will grow by 16,234 jobs. Accommodation and Food Services and Healthcare and Other Services are projected to realize the largest growth increase during the 2014-2024 time period.

Fair Share Plan

A. Fair Share Obligation

This Housing Element and Fair Share Plan satisfies all of the applicable requirements set forth within the Municipal Land Use Law, Fair Housing Act, the Township's Settlement Agreement, N.J.A.C. 5:93, and the Affordable Housing Reform Statute, P.L. 2008, c.46. This Plan demonstrates how the Township has provided, and will continue to provide, its fair share of the region's affordable housing need. In accordance with the requirements set forth above, this Plan includes a comprehensive Fair Share Plan for the Township's cumulative 1987-2025 affordable housing obligation. In addition, the Third Round Obligation, which, as part of the settlement between the Township and FSHC, includes the Gap Obligation (1999-2015) and the Prospective Need Obligation (2015-2025), and is addressed within this Plan including strategies, implementation techniques, and funding sources intended to be utilized for this Fair Share Plan.

The methodology found within "New Jersey Fair Share Housing Obligations for 1999-2025 (Third Round) Under Mount Laurel IV," dated May 2016, prepared by David N. Kinsey, PhD, PP, FAICP, hereafter referenced as the "Kinsey Report," is not accepted by the Township. However, all parties have agreed to accept a Third Round number. Additionally, the Special Court Master's Report prepared by Phillip Caton found that the agreed upon Third Round number was fair and reasonable. Therefore, this Fair Share Plan outlines the Township's compliance with the Third Round Number of 367 for the period between 1999 and 2025.

Barnegat Township's fair share obligations are broken down into a Present Need (Rehabilitation Obligation), a Prior Round Obligation (1987-1999), and a 1999-2025 Third Round Obligation, which consists of the Gap Obligation and the Prospective Need Obligation. The Township's fair share obligations were agreed upon in the Settlement Agreement entered into between FSHC and the Township. Table 17 outlines the Township's affordable housing obligations:

Table 17 Cumulative 1987-2025 Affordable Housing Obligation	**Number of Units**
Type of Obligation Units	
Present Need (Rehabilitation Obligation)	86
Prior Round Obligation (1987-1999)	329
Third Round Prospective Need (1999-2025)	367
Cumulative Obligation (1987-2025)	782

B. Addressing the Township's Rehabilitation Obligation

The Settlement Agreement assigned the Township a Present Need or Rehabilitation Obligation of 86. As a result, the Township has agreed to address its Present Need/Rehabilitation obligation in accordance with N.J.A.C 5:93-3-4. The Township will participate in Ocean County's Community Development Block Grant funded Housing Rehabilitation Program for low and moderate income people. The Township will use available affordable housing trust funds to establish its own rehabilitation program that will address both rental and for-sale rehabilitations. The Rehabilitation Program details can be found in the Spending Plan in Appendix B.

C. Basis for Prior and Third Round Credit Determination

Per the requirements of 5:93, Barnegat Township must meet the following minimum and maximum requirements when addressing the Prior Round and Third Round Obligation, and is eligible for the following bonuses.

Age-Restricted: Per N.J.A.C. 5:93-5.14, a municipality may age restrict housing based on the following formula. Barnegat Township has received substantive certification and is not seeking a vacant land adjustment. Municipalities are allowed an age-restricted maximum of 25% of units. Therefore the formula is 0.25 (municipal pre-credited need – prior cycle credits – credits pursuant to N.J.A.C. 5:93-3.4 (rehabilitation credits) – the impact of the 20 percent cap – the impact of the 1,000 unit limitation).

~~0.25 (696 – 28 – 0 – 0 – 0) = 167~~

~~Barnegat Township can produce a maximum of 167 age-restricted affordable housing.~~

For the Prior Round, this is calculated as follows:

0.25 (329 – 28 – 0 – 0 – 0) = 75.25, or 75 credits.

For the Third Round, this is calculated as follows:

0.25 (367 – 0 – 0 – 0 – 0) = 91.75, or 91 credits.

Rental: Per N.J.A.C. 5:93-5.15, a municipality has an obligation to provide a realistic opportunity to construct rental units. The following formula calculates the minimum number of rental units Barnegat Township must provide as part of its overall obligation. Therefore the formula is 0.25 ~~(calculated need – the impact of the 1,000 unit limitation – the rehabilitation component)~~ ***(municipal pre-credited need – prior cycle credits – impact of the 20 percent cap – the impact of the 1,000 unit limitation – the rehabilitation component)***.

~~0.25 (696 – 0 – 0) = 174~~

~~Barnegat Township must provide a minimum of 174 affordable rental units.~~

For the Prior Round, this is calculated as follows:

0.25 (329 – 28 – 0 – 0 – 0) = 75.25, or 76 credits.

For the Third Round, this is calculated as follows:

0.25 (367 – 0 – 0 – 0 – 0) = 91.75, or 92 credits.

Rental Bonus: A municipality shall be granted a rental bonus for rental units that are constructed and conform to the standards contained in N.J.A.C. 5:93-5.8(d) and 5.9(d) and 5:93-7. A municipality shall receive two units (2.0) of credit for rental units available to the public, but no rental bonuses shall be granted for rental

units in excess of the rental obligation. Also, a municipality shall receive one and one-third (1.33) units of credit for age-restricted rental units but no more than 50% of the rental obligation shall receive a bonus for age-restricted rental units. Therefore, Barnegat Township is eligible for the following number of bonus credits:

~~Maximum Rental Bonus = 174 credits~~

Prior Round = 76 credits

Third Round = 92 credits

D. Plan to Address Prior Round (Cycle I and Cycle II) Obligation

In order to create the Fair Share Plan, Barnegat Township determined its affordable housing obligations for all three Fair Share housing cycles. The Township is assigned obligation Prior Round 1987-1999 (Cycle I/Cycle II) of 329 units, which is fully addressed as follows:

Cycle I / Cycle II (Prior Round) Projects	Affordable Units/Credits	Bonus Credits	Unit Type
Prior Cycle Credits			
Credits without controls	28		Credits w/o controls
Total	**28**		
Rental			
Block 92, Block 92.103, Block 92.104, Block 92.105, Block 92.106, Block 92.107, Block 92.108, Block 92.109, Block 92.113, Multiple Lots (Compass Point / Vernon)	8		Family Rental
Block 195, Lots 5 and 6.01 (Sweet Jenny's)	~~23~~ ***42***	~~2~~ ***11***	Family Rental
~~Block 114, Lot 14.02 (Emerald Terrace Apartments)~~	~~32~~	~~-~~	~~Family Rental~~
Block 144.08, Lot 1 (Whispering Hills)	18	18	Family Rental
Block 159, Lots 2.01 and 3.01 (Laurel Oaks)	47	47	Family Rental
Block 195.03, Lot 12 (Barnegat Senior Apartments)	~~45~~ ***43***		Age-Restricted Rental
Total	~~**173**~~ ***158***	~~**67**~~ ***76***	
Total Units and Bonus	~~**240**~~ ***234***		
Supportive/Special Needs			
Block 114.19, Lot 10 (19 Nautilus Avenue)	1	~~1~~	Supervised Apartment
Block 114.54, Lot 21.03 (55 Old Main Shore Road)	4	~~4~~	Group Home
Block 114.24, Lot 12 (71 Village Drive)	1	~~1~~	Supervised Apartment
Block 208.08, Lot 2CA (17A Emerald Drive)	2	~~2~~	Supervised Apartment
Block 208.09, Lot 34.04C (15 Gibraltar Court)	1	~~1~~	Supervised Apartment
Block 208.09, Lot 43.03 (21 Mediterranean Court)	1	~~1~~	Supervised Apartment
Total	**10**	~~**10**~~	
Total Units and Bonus	~~**20**~~ ***10***		

Owner-Occupied Inclusionary Projects			
Blocks 114.59 - 114.63, Multiple Lots (Freedom Hills)	15		Family-for-Sale ~~(Surplus)~~
Block ~~114.68, Multiple Lots~~ ***114.70, Lots 5 and 8*** (Tedesco Homes Development)	2		Family-for-Sale
Blocks 142.05-142.08, Multiple Lots (High Point at Barnegat)	4		Family-for-Sale
Block 174.08, Lots 1-25 (J.S. Development)	3		Family-for-Sale
Blocks 95.16 – 95.57, Multiple Lots (Four Seasons at Mirage)	32		Age-Restricted-for-Sale
Block 175, Lots 1 & 2, Block 182, Lot 1, Block 183, Lot 1, Block 184, Lots 1, 2 & 3 (West Cherry Street Development)	1		For-Sale ~~(Surplus)~~
Total	**57**		
Cycle I/II			
Total Credits Provided	**~~345~~ *329***		
Total Obligation	**329**		
Shortfall	**0**		
~~Surplus~~	**~~16~~**		

Prior Cycle Credits:

The Township has 28 prior cycle credits for units that were constructed between April 1, 1980 and December 15, 1986. These credits are applicable to the Prior Round Obligation.

Inclusionary Rental Projects:

Compass Point/Vernon (Block 92, Block 92.103, Block 92.104, Block 92.105, Block 92.106, Block 92.107, Block 92.108, Block 92.109, and Block 92.113, Multiple Lots)

Compass Point/Vernon is a proposed residential development with up to 113 age-restricted, detached market units on the Compass Point portion of the site and 650 age-restricted manufactured pad homes, a Lifestyle Planned Community or a Planned Adult Community on the Vernon portion of the site. Under the terms of the Consent Order, as amended, if the overall Compass Point/Vernon site is developed by the owner of the Vernon portion of the site, up to an additional 143 manufactured homes may be constructed on the Compass Point portion of the overall site. As part of Barnegat's Supplemental Settlement Agreement, the developers have an obligation to produce 100 affordable units. Eight (8) affordable family rental units are proposed to be constructed on site, and remaining 92 units are to be developed off-site at the Sweet Jenny's site described below. These 8 credits are applied to the Township's Prior Round Obligation. The property's underlying RL/AC Residential Low/Adult Community and C-N Neighborhood Commercial Zones. However, the Township is adopting an amended redevelopment plan in 2018 that supersedes the site's existing zoning. The redevelopment area will take the form of a Lifestyle Planned Community or a Planned Adult Community with age-restricted market units and a clubhouse with associated amenities.

The 140 acre site is located within the Pinelands Area and as such development in this area is subject to approval by the Pinelands Commission. Further, NJDEP GIS data appears to show wetlands encroachment on a small portion of the property's westerly boundary, a small water body in the southwesterly corner of the property, and a stream

running along the property's westerly boundary. These constraints, however, would not preclude development on the site. The site is also located within the sewer service area, and in a FEMA-designated Zone X, or "area of minimal flood risk." Further discussion of environmental constraints can be found ~~The site suitability criteria are demonstrated to be satisfied through the language included herein and the additional information included~~ in the Area in Need of Redevelopment Study and Redevelopment Plan for this site. Therefore, this property is deemed to be approvable, available, developable, and suitable for development with affordable housing.

Sweet Jenny's (Block 195, Lots 5 and 6.01)

Vernon is developing 92 affordable family rental units at the site known as Sweet Jenny's. However, the site may accommodate up to 100 affordable units, in the event that the 8 units on Compass Point are transferred to this site. If Vernon elects to do so, up to 28 market rate rental units are also permitted on this site. ~~Twenty-three (23)~~ ***Forty-two (42)*** credits from this project and ~~two (2)~~ ***11*** rental bonus credits are applied to the Prior Round obligation. The underlying zoning for the parcels is the Commercial Core Overlay and the C-PHD, Commercial Planned Highway Development Zone District, but a redevelopment plan supersedes this zoning and envisions an area that will both provide affordable housing options in the Township and implement smart growth principles in this portion of the Township.

These 6.02 acres are located along New Jersey State Highway Route 9 (South Main Street) in the southern portion of the Township. The site is generally vacant and retains only the foundation of a structure, remnants of a miniature golf course, and parking areas. Commercial properties bound the site at its northerly and southerly extents, while largely vacant, wooded land surrounds the property across South Main Street to the east and across Old Main Shore Road to the west. The site is within the sewer service area, and no environmental concerns, including wetlands, ***special flood hazard area,*** known contaminated sites, steams or endangered species, were identified on this site using existing NJDEP GIS data. ***Located within a CAFRA area, the site is subject to permitting, though the lack of constraints on site render it approvable and developable.*** The site suitability criteria are demonstrated to be satisfied through the language included herein and the additional information included in the Area in Need of Redevelopment Study and Redevelopment Plan for this site. Therefore, this property is deemed to be approvable, available, developable, and suitable for development with affordable housing.

~~***Emerald Terrace Apartments (Block 114, Lot 14.02)***~~

~~Emerald Terrace is a 32-unit affordable family rental development that is constructed and occupied. It is surrounded by single family homes and is proximate to major commercial corridors in the Township, including Bay Avenue. All 32 credits are being applied to the Prior Round.~~

Whispering Hills Apartments (Block 144.08, Lot 1)

Whispering Hills Apartments is a 100% affordable municipally-sponsored family rental housing project that includes 52 constructed and occupied units. Eighteen (18) of these units and 18 rental bonus credits are applied to the Prior Round for a total of 36 credits. A site suitability analysis was conducted in 2009 which found that the site is suitable for construction and that Rosehill Road provides adequate access. Final development approvals were received in 2010 and occupancy of the units followed in November 2011.

Whispering Hills Apartments spans approximately 6.392 acres. The site is located in the ML-1 Zone and maintains access to Route 9 via Rosehill Road. The area bordering the development is primarily residential in character. Primarily residentially zoned properties border the development. The site is located within the CAFRA zone and was therefore subject to permitting through the NJDEP.

Laurel Oaks (Block 159, Lots 2.01 & 3.01)

Laurel Oaks is an affordable family rental housing project that includes 93 family rental units which have been constructed and are occupied. Forty-seven (47) of these units are applied to the Prior Round obligation including 47 family rental bonus credits for a total of 94 affordable housing credits. ***The units are constructed and have been occupied since 2013.*** ~~Final development approvals were received in 2010 and occupancy of the units followed in November 2011.~~

Laurel Oaks Apartments fronts on North Main Street and contains approximately 6.272 acres. The site is located in the C-PHD (Commercial Planned Highway Development) area and maintains access to North Main Street. Primarily residentially zoned properties border the development. The site is located within the CAFRA zone and was therefore subject to permitting through the NJDEP.

Barnegat Senior Apartments (Block 195.03, Lot 12)

Barnegat Senior Apartments is an age-restricted affordable rental project that includes 70 units for low/moderate income people. The property is located in the Multi-Family, Age-Restricted Zone, with a Commercial Core Overlay Zone. The property has an area of approximately 5.50 acres and is currently vacant and wooded. The southern property line is located along the municipal boundary with Stafford Township. This project received approval to build a 3-story apartment with 70 units on June 24, 2014. The site has appropriate access to Route 9 with a two-way full movement driveway from Georgetown Boulevard as well. Barnegat Township claims ~~43~~ ***45*** credits for the Prior Round for this development. The project is constructed and occupied.

Supportive/Special Needs Housing:

The Prior Round obligation includes 10 supportive needs housing units. The units are operated by Community Options, Inc. and Ocean Mental Health Services. Community Options Inc. owns the following properties:

- 55 Old Main Shore Road (Block 114.54, Lot 21.03) – 4 units
- 17A Emerald Drive (Block 208.08 Lot 2CA) – 2 units
- 15 Gibraltar Court (Block 208.09 Lot 34.04C) – 1 unit

Ocean Mental Health Services owns the following properties:

- 19 Nautilus Avenue (Block 114.19 Lot 10) – 1 unit
- 71 Village Drive (Block 114.24 Lot 12) – 1 unit
- 21 Mediterranean Court (Block 208.09 Lot 43.03) – 1 unit

~~The supportive housing units also consist of 10 bonus credits.~~

Inclusionary For-Sale Projects:

Freedom Hills (Blocks 114.59 – 114.63, Multiple Lots)

Freedom Hills consists of 15 single-family affordable for-sale units within a larger residential development. All credits are applied to the Prior Round. The site is located in the ML-3 Residential Zone. The site is located within a PA-2 Suburban Planning Area as designated by the Office of State Planning and is bordered by other residential zone properties. This site is constructed and occupied.

Tedesco Homes Development (~~Block 114.68 Multiple Lots~~ Block 114.70, Lots 5 and 8)

Tedesco Homes Development is located ~~at 15 Molnar Lane~~ ***along Tedesco Way*** and includes two (2) single-family for-sale affordable units that have been built and occupied for Prior Round credit. The entire site consists of approximately 3.01 acres. The site is located in the ML-2 residential zone and is an appropriate site for an affordable housing development. Primarily residentially zoned properties border the site.

High Point (Blocks 142.05-142.08, Multiple Lots)

The High Point development consists of 46 single-family residential lots, including four (4) low and moderate income single family for-sale homes. All 4 credits are applied to the Prior Round. It is located on the westerly side of Gunning River Road, approximately 717 feet south of the intersection of Gunning River Road and West Bay Avenue. Lots 8 and 11.04 are located in the C-N Neighborhood Commercial Zone while Lots 12.01 and 13 are located in the R-20 Residential Zone. The site has an area of 48.39 acres. This site is constructed and occupied.

J.S. Development (Block 174.08, Lots 1-25)

J.S. Development includes three (3) constructed and occupied single-family affordable residential for-sale units. These units are applied to the Prior Round. The entire site consists of approximately 0.9 acres. The site is located in the ML-2 residential zone. Primarily residentially zoned properties border the site. The site is located within a PA-2 Suburban Planning Area as designated by the Office of State Planning and is a preferred location for the development of affordable housing. Water and sewer are available for all units in the subdivision.

Four Seasons at Mirage (Block 95.16 – 95.57, Multiple Lots)

Four Season at Mirage is an age-restricted single-family development that includes 424 units of which 32 units are affordable. The Mirage is fully constructed and all affordable units are occupied by approved households. The site is located in the RL/AC zone and maintains access to Route 9. Primarily residentially zoned properties border the development.

West Cherry Street Development (Block 175, Lots 1 & 2, Block 182, Lot 1, Block 183, Lot 1, Block 184, Lots 1, 2, & 3)

The April 20, 2017 Settlement Agreement proposed 11 affordable units at these vacant lots in the ML-2 Zone on the westerly side of Cherry Street. Since that time, R. Stone & Company has proposed ~~The developer R. Stone & Company is proposing~~ a subdivision ***at this site*** ~~of the vacant lots in the ML-2 Zone on the west side of Cherry Street~~. These lots total

approximately 3 acres. The ML-2 Zone allows for a density of 3 dwelling units per acre, which would generate 9 units. With a ten percent (10%) set-aside, one (1) affordable unit will be generated. As such, 1 credit from this proposed development is applied to the Prior Round. The developer owns the 7 parcels, and NJDEP GIS and FEMA data does not depict any environmental constraints, including wetlands, steep slopes and special flood hazard areas, on or near the parcels. ***The site is located within a CAFRA area and as such is subject to permitting, but the lack of constraints on the site do not indicate an impediment to securing permitting. The property is further located in the sewer service area.*** Therefore, the property is deemed to be approvable, available, developable and suitable for development with affordable housing.

E. Fair Share Plan for Third Round (GAP Period and Prospective Need) Obligation

With regard to the Township's Prospective Need obligation, Barnegat will be utilizing the obligation provided in the Settlement Agreement of 367 units which accounts for both the Gap Period Obligation and the Prospective Need Obligation. Barnegat Township will address this obligation through a series of rental projects, inclusionary developments, and Group Homes.

Third Round Projects	Affordable Units / Credits	Bonus Credits	Unit Type
Rental			
Block 195, Lots 5 and 6.01 (Sweet Jenny's)	~~69~~ ***50***		Family Rental
Block 159, Lot 2.01 and 3.01 (Laurel Oaks)	46	46	Family Rental
Block 146.01, Lot 6.09 (Patriot's Cove)	46	~~45~~ ***46***	Family Rental
Block 144.08, Lot 1 (Whispering Hills)	34		Family Rental
TC-CV an TC-CPHD Accessory Apartments Pilot Project	10		Family Rental
Block 114, Lot 14.02 (Emerald Terrace Apartments)	***8***		***Age-Restricted Rental***
Block 195.03, Lot 12 (Barnegat Senior Apartments)	~~25~~ ***27***		Age-Restricted Rental
Total	~~**230**~~ ***221***	~~**91**~~ ***92***	
Total Units and Bonus	~~**321**~~ ***313***		
Supportive/Special Needs			
Block 114.26, Lot 27 (70 Schooner Ave)	1	~~1~~	Supervised Apartment
Block 144.01, Lot 5.02 (900 Barnegat Blvd)	1		Supervised Apartment
Block 144.08, Lot 1 (345 Hawthorne Lane Apartments)	10		Supervised Apartment
Block 196.01, Lot 64 (131 Bayshore Drive)	5	~~5~~	Group Home
Total	**17**	~~**6**~~	
Total Units and Bonus	~~**23**~~ ***17***		
Owner-Occupied Inclusionary Projects			
Block 114.36, 114.50, and 114.51, Multiple Lots (Independence Place)	8		Family-for-Sale
~~Block 174.03, Block 175, Block 176, Block 177, Block 178, Block 179, Block 180, Block 181, Block 182, Block 183, Block 184, Block 185, Block 186, Multiple Lots (Stone Hill)~~	~~2~~		~~Age-Restricted-for-Sale~~
Block 90, 90.22, 92, Multiple Lots (Paramount Homes)	56		Age-Restricted-for-Sale
Total	~~**66**~~ ***64***		
Total Credits Provided for Third Round	~~**410**~~ ***394***		
Total Obligation	**367**		
Surplus Credits from the Third Round	~~**43**~~ ***27***		
~~**Surplus Credits from the Prior Round**~~ ***Uncredited Age-Restricted Units***	~~**16**~~ ***26***		
Total Surplus	~~**59**~~ ***53***		

Inclusionary Rental Projects:

Sweet Jenny's (Block 195, Lots 5 and 6.01)

See description above. This site will contribute ~~69~~ ***50*** family rental affordable units to the Third Round.

Laurel Oaks (Block 159, Lots 2.01 & 3.01)

See description above. This site will contribute 46 family rental affordable apartments to the Third Round. Additionally, this site is eligible for 46 family rental bonus credits for a total of 92 affordable housing credits towards the Third Round.

Patriots Cove (Block 146.01, Lot 6.09)

Patriot's Cove is comprised of 46 affordable apartment units that will account for the affordable housing contributions of both the Heritage Point North and Heritage Point South projects, which are located west of the Garden State Parkway. This site is able to contribute ~~45~~ ***46*** family rental bonus credits for a total of ~~91~~ ***92*** affordable housing credits towards the Third Round. This project has been constructed and is occupied.

Whispering Hills (Block 144.08, Lot 1)

See description above. This 100% affordable housing project contributes 34 family rental apartments to the Third Round. This project has been constructed and is occupied.

TC-CV and TC-CPHD Accessory Apartments Pilot Program

As noted above, the April 20, 2017 Settlement Agreement proposed an 11 unit yield from vacant ML-2 properties where an inclusionary project with one affordable unit is now proposed. As accessory apartments are currently permitted in the C-M Marine Commercial, C-N Neighborhood Commercial, C-PHD Planned Highway Development, C-V Village Commercial, TC Town Center Overlay Zones (TC-PHD, TC-CN, TC-CV) and CC-CPHD Commercial Core Planned Highway Development Overlay Zone***, this mechanism presents a feasible program by which to produce the 10 additional units that were expected from the ML-2 Zone proposal***. This Housing Element and Fair Share Plan recommends that the Township adopt an ordinance to require that accessory apartments in the TC-CV and TC-CPHD Zone Districts are to be affordable to low- and moderate-income households. Providing affordable accessory apartments will allow the Township to satisfy its need for affordable housing. The Township will generate 10 affordable units from this program and will apply 10 credits to the Third Round obligation.

Emerald Terrace Apartments (Block 114, Lot 14.02)

Emerald Terrace is a 32-unit age-restricted affordable rental development that is constructed and occupied. It is surrounded by single family homes and is proximate to major commercial corridors in the Township, including Bay Avenue. Due to the age-restricted cap, 8 of the 32 units are eligible for credit and are applied to the Third Round.

Barnegat Senior Apartments (Block 195.03, Lot 12)

See description above. This site will provide ~~25~~ ***27*** affordable age-restricted rentals towards the Third Round.

Supportive / Special Needs Housing

The Third Round obligation includes 17 supportive needs housing units. The units are operated by Allies Inc., Community Options Inc., and Ocean Mental Housing Development.

Allies Inc. owns and operates:

- 70 Schooner Ave (Block 114.26 Lot 27) – 1 unit

Allies Inc. operates the following, which is owned by Whispering Hills Apartments LLC:

- 345 Hawthorne Lane Apartments (Block 144.08, Lot 1) – 10 units

Community Options Inc. owns and operates:

- 900 Barnegat Blvd (Block 144.01, Lot 5.02) – 1 unit

Ocean Mental Health Services owns and operates:

- 131 Bayshore Drive (Block 196.01 Lot 64) – 5 units.

~~The supportive housing units also consist of 6 bonus credits.~~

Inclusionary Owner-Occupied Projects:

Independence Place (Block 114.36, 114.50, and 114.51, Multiple Lots)

Independence Place is a single family housing development and is located in the R-6 and ML-3 zones and is comprised of 48 single family units, of which eight (8) are affordable units and are applied to the Third Round. The site is 69.55 acres and is located west of Route 9. Primarily residentially zoned properties border the development. The site is located within the CAFRA zone and is therefore subject to permitting through the NJDEP. The site is constructed and occupied.

~~***Stone Hill (Block 175, Lots 1-2; Block 176, Lot 1; Block 177, Lot 1; Block 178, Lot 1; Block 179, Lots 1-2; Block 180, Lots 1-5; Block 181, Lot 1; Block 182, Lot 1; Block 183, Lot 1; Block 184, Lots 2-3; Block 185, Lots 1-3; Block 186, Lot 1; and Block 174.03, Lot 38.03)***~~

~~The Stone Hill project includes 19 residential buildings lots, including two (2) proposed low and/or moderate income units to be applied to the Third Round. This project has received approval from the Barnegat Township Planning Board. The development is presently under construction.~~

~~The site touches the southerly side of Memorial Drive, approximately 363 feet west of the intersection with Route 9, and on the northerly cul-de-sac end of Cherry Street, approximately 240 feet north of the intersection with Aphrodite Drive. The lots are split between the Commercial Planned Highway Development (C-PHD) Zone and the ML-2 Residential zone. The site has a total area of 20.27 acres.~~

~~The site is located within a PA-2 Suburban Planning Area as designated by the Office of State Planning and is a preferred location for the development of affordable housing. Water and sewer are available throughout the site. According to the New Jersey Register of Historic Places, the site is not listed, did not contain any historic resources, and is not located on an existing brownfield site.~~

~~The site will be accessed by an extension of Cherry Street and by the newly constructed Grace Place which extends east of Cherry Street.~~

Paramount Homes (Block 90, 90.22, and 92, Multiple Lots)

The Paramount Homes/Escapes Ocean Breeze project is currently under construction. This project includes a total of 562 age-restricted town homes in Barnegat, inclusive of 56 affordable age-restricted townhouse units for the Third Round. The subject site comprises 247.11 acres and is located in the southwestern portion of the Township. The site is bounded by the Stafford Township border to the south and residential land uses to the north, west, and east.

Existing sewer and water infrastructure provided by the Barnegat Township Sewer and Water Department, was identified parallel to Cloverdale Road, which extends through the central portion of the project site. Additionally, the site was comprised of RL/AC and PF zoned residential parcels. As this site is adjacent to other RL/AC zoned residential age-restricted parcels, as well as RH zoned and PF zoned parcels, which permit single family residential development, inclusionary development of the site are compatible with these land uses.

Other Mechanisms:

Mandatory Set-Aside Ordinance

The Township will adopt an ordinance mandating an affordable set-aside for residential development with a gross density of 6 units to the acre or more. A copy of the ordinance can be found in Appendix E.

Very-Low Income Requirement

At least half of all housing units addressing the Third Round Prospective Need must be designated as affordable units to low and very low income households. In addition, 13% of the affordable housing units shall be reserved for very low income households. Therefore, of the Township's 367 unit Third Round Prospective Need, 24 units must be designated as very low income units. Barnegat Township will meet this requirement through new construction projects.

G. Summary of Fair Share Plan

In summary, the Township of Barnegat has addressed its entire 782 unit obligation for the period between 1987 and 2025. The Township intends to continue to proactively implement its Fair Share Plan in accordance with the requirements set forth by the Court and applicable affordable housing regulations as it has done in the past.

Appendices

APPENDIX A

RESOLUTION 2018-_____

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BARNEGAT ENDORSING AMENDED HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board of the Township of Barnegat, State of New Jersey, adopted the Housing Plan Element of the Master Plan on April 24, 2018; and

WHEREAS, the Planning Board adopted the Amended Fair Share Plan on May 22, 2018; and

WHEREAS, a true copy of the resolution of the Planning Board adopting the Amended Fair Share Plan is attached pursuant to N.J.A.C. 5:96-2.2(a)2.

NOW THEREFORE BE IT RESOLVED that the Township Committee of the Township of Barnegat, Ocean County, State of New Jersey, hereby endorses the Amended Housing Plan Element and Amended Fair Share Plan as adopted by the Barnegat Township Planning Board; and

BE IT FURTHER RESOLVED THAT the Township of Barnegat hereby requests that the Special Master and/or the Court review and approve the Amended Housing Plan and Fair Share Plan.

CERTIFICATION

I, Michele A. Rivers, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify by my hand and seal that the foregoing resolution was duly adopted by the Township Committee of said Township after public hearing at their regular meeting held on the _____ at the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.

_____

Michele A. Rivers, RMC
Municipal Clerk

APPENDIX B

TOWNSHIP OF BARNEGAT
DRAFT DEVELOPER FEE SPENDING PLAN
May 8, 2018

INTRODUCTION

Barnegat Township, Ocean County has prepared a Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the affordable housing regulations (N.J.A.C. 5:93-1.1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was adopted by the Township and approved by the Court in 2009. The ordinance establishes the Barnegat Township Affordable Housing Trust Fund for which this Spending Plan is prepared.

1. REVENUES FOR CERTIFICATION PERIOD

As of April 16, 2018, Barnegat Township has collected $1,672,196.23, expended $1,536,444.58, resulting in a balance of $135,751.65. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing Affordable Housing Trust Fund for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9 as described in the sections that follow. The Township shall periodically adopt updated versions of the Spending Plan as new information becomes available.

To calculate a projection of revenue anticipated during the period of third round substantive certification, the Barnegat Township considered the following:

(a) Development fees:

1. Residential and nonresidential projects which 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; and
3. Future development that is likely to occur based on historical rates of development. This estimate was derived from NJDCA data on the number of housing units certified and the square footage of non-residential space developed since 2010 and the prevailing average price per square foot of residential and non-residential spaces in the Township.

(b) Other funding sources:
Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing loans, rental income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust Fund are anticipated to come from development fees and interest.

(c) Projected interest:
Interest earned on the projected revenue in the municipal Affordable Housing Trust Fund is held at the current trust fund rate 0.80% simple interest.

Table 1. Projected Revenues-Housing Trust Fund 2018-2025									
Initial Balance as of 4/16/2018	**$135,751.65**								
Source of Funds	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Total**
(a) Development Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
1. Approved Development	$214,742.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
2. Pending Development Approval	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
3. Projected Development Fees	**$35,000.00**	**$250,000.00**	**$250,000.00**	**$250,000.00**	**$250,000.00**	**$250,000.00**	**$250,000.00**	**$250,000.00**	**$1,785,000.00**
(b) Payments in Lieu of Construction	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
(c) Other funds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Total Programs	**$249,742.00**	**$250,000.00**	**$250,000.00**	**$250,000.00**	**$250,000.00**	**$250,000.00**	**$250,000.00**	**$250,000.00**	**$1,999,742.00**
(d) Interest*	$1,997.94	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	**$15,997.94**
TOTAL	$251,739.94	$252,000.00	$252,000.00	$252,000.00	$252,000.00	$252,000.00	$252,000.00	$252,000.00	**$2,015,739.94**

The Barnegat Township projects a total of **$2,015,739.94** in revenue to be collected between April 17, 2018 and December 31, 2025 including interest. This projected amount, when added to Barnegat Township's current trust fund balance as of April 16, 2018, results in anticipated total revenue of **$2,151,491.59** available to fund and administer its affordable housing plan. All interest earned shall accrue to the account and be used only for the purposes of affordable housing.

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by Barnegat Township:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with Barnegat Township's development fee ordinance for both residential and non-residential developments in accordance with Department of Community of Affairs rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

Any requisition for affordability assistance, administrative costs (routine expenditures), or affordable housing development (significant expenditures) to the Finance Department recommending the expenditure of development fee revenues in this Spending Plan must be approved by the governing body. The Finance Department shall review the request for consistency with the Spending Plan. Once a request is approved for consistency by the Finance Department, the request is presented to the Township Council for approval. After receiving Council approval, the funds may be disbursed.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

The Township has expended $1,536,444.58 from the affordable housing trust fund.

(a) **Rehabilitation and new construction programs and projects (N.J.A.C. 5:97-8.7)**

Barnegat Township will dedicate an average of $16,200.00 per unit to rehabilitation projects. The Township has an obligation to rehabilitate 86 units. As five units have been rehabilitated by the County since 2010, and five additional units are anticipated to be rehabilitated by the County through 2025, the Township expects to rehabilitate 76 units through 2025.

The Township intends to apply to the County for additional Community Development Block Grant funding in order to obtain additional funding for the rehabilitation of housing units. In addition, the Township intends to apply to State and federal grant programs for additional funding for housing rehabilitation. It is anticipated that the Township will be able to obtain additional funding to rehabilitate additional units and compensate in whole or in part for any potential funding shortfall in its Rehabilitation Program.

Funds are also being set aside for an accessory apartments program proposed to make ten units affordable to low- and moderate-income families. The Township will dedicate an average of $11,300 per unit.

Lastly, funds will be used for affordability assistance programs and administrative expenditures. An outline of these expenditures can be found in Table 4.

Affordability Assistance (N.J.A.C. 5:97-8.8)

Projected minimum affordability assistance requirement:

Table 2. Minimum Affordability Assistance		
Actual development fees through 4/16/2018		$1,672,196.23
Development fees projected 2018-2025	+	$1,999,742.00
Interest projected 2018-2025	+	$15,997.94
Less Housing activity expenditures through 4/16/2018	-	$581,399.50
Total	**=**	**$3,106,536.67**
30 percent requirement	x 0.30 =	$931,961.00
Less affordability assistance expenditures through 4/16/2018	-	$4,200.00
Projected Affordability Assistance Requirement 4/16/2018 through 12/31/2025	**=**	$927,761.00
Projected Very Low-Income Affordability Assistance Requirement 4/16/2018 through 12/31/2025	x .34 =	$315,438.74

Barnegat Township will dedicate **$927,761.00** from the Affordable Housing Trust Fund to render units more affordable, including **$315,438.74** to render units more affordable to households earning 30 percent or less of median income by region, as follows:

- rental assistance (low and very low income);
- security deposit assistance

Rental Unit Affordability Assistance Program

Rental Assistance
Eligible recipients of the program are renters who quality for a low- or moderate-income rental unit. The following assistance is available to low- and moderate income households:

Security Deposit Assistance
Barnegat Township will designate $30,000.00 of its affordability assistance funds as a revolving Security Deposit Assistance Fund. An interest-free loan from the fund will be received by an income eligible renter with good credit standing who qualifies for a low- or moderate-income rental unit. The security deposit assistance will be in the form of a cash loan equal to the security deposit amount determined by the landlord paid to the landlord on behalf of the tenant.

At the termination of the lease, the landlord will return the portion of the security deposit it determines to Barnegat Township along with the interest earned. The tenant will repay any difference between the original security deposit amount and the portion returned by the landlord as well as the interest accrued to the full loan amount to Barnegat Township. Funds

returned to the municipality will be placed in the Affordable Housing Trust Fund to be used for future security deposit assistance.

Rental assistance does not need to be repaid by the tenant. The amount of the rental supplement will be calculated initially based on the tenant's actual income and the rent level of the affordable units to help bring the total shelter costs down to 35% of the total household income or lower, if warranted by the particular household circumstances. If the tenant wishes to renew the lease, he / she must be re-income qualified and the rental supplement will be recalculated. If the tenant no longer qualifies for the rental assistance, he / she may renew the lease and stay in the unit, but will no longer receive rental assistance.

Administration

The Barnegat Township's Rental Unit Affordability Assistance Program will be administered by an administrative agent that is yet to be determined. Said administrative agent will be retained on as needed basis. The availability of any Affordability Assistance Programs must be noticed to all tenants of affordable units within the Township and provided to all active administrative agents working for the Township. An income eligible occupant or applicant for an affordable unit within the Township may not be denied participation in the Affordability Assistance Program(s) unless funding is no longer available.

(b) **Administrative Expenses (N.J.A.C. 5:97-8.9)**

Table 3. Administrative Expense Calculation		
Actual dev fees and interest through 4/16/2018		$1,673,781.16
Projected dev fees and interest 2018 through 2025	+	$2,015,739.94
Payments-in-lieu of construction and other deposits through 4/16/2018	+	$0.00
Less RCA expenditures thru 4/16/2018	-	$0.00
Total	**=**	**$3,689,521.10**
Calculate 20 percent of projected development fees and interest	x .20 =	$403,147.99
PROJECTED MAXIMUM available for administrative expenses 4/16/2018 through 12/31/2025	**=**	**$403,147.99**

Barnegat Township projects that a total of **$403,147.99** will be available from the Affordable Housing Trust Fund for administrative purposes. This total is based on a 20 percent cap of the projected development fees and interest through 2025.

4. EXPENDITURE SCHEDULE

Barnegat Township intends to use Affordable Housing Trust Fund revenues for the creation and/or rehabilitation of housing units. Where applicable, the creation/rehabilitation funding schedule below parallels the implementation schedule set forth in the Housing Element and Fair Share Plan and is summarized as follows:

Table 4. Projected Expenditure Schedule 2018-2025

Program	Number of Units	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
Rehabilitation	76*	$7,791.30	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	**$707,791.30**
Accessory Apartments Program		$7,791.30	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	**$112,791.30**
Affordability Assistance		$115,970.12	$115,970.12	$115,970.12	$115,970.12	$115,970.12	$115,970.12	$115,970.12	$115,970.12	**$927,761.00**
Administration		$50,393.50	$50,393.50	$50,393.50	$50,393.50	$50,393.50	$50,393.50	$50,393.50	$50,393.50	**$403,147.99**
TOTAL		**$181,946.22**	**$281,363.62**	**$281,363.62**	**$281,363.62**	**$281,363.62**	**$281,363.62**	**$281,363.62**	**$281,363.62**	**$2,151,491.59**

*The total rehabilitation obligation is 86 units. This spending plan notes that 5 units have been rehabilitated by the County and assumes that another 5 units will be completed by 2025.

5. EXCESS OR SHORTFALL OF FUNDS

In the event more funds than anticipated are collected, projected funds exceed the amount necessary to implement the Fair Share Plan, or Barnegat Township is reserving funds for affordable housing projects to meet a future affordable housing obligation, these excess funds will be used to fund additional rehabilitation, affordability assistance program and/or new construction within the overlay zone or other planning mechanism.

6. BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with Barnegat Township's Affordable Housing Ordinance. A process describing the collection and distribution procedures for barrier free escrow funds is detailed within the Township's Affordable Housing Ordinance.

SUMMARY

Barnegat Township intends to spend Affordable Housing Trust Fund revenues pursuant to N.J.A.C. 5:93-8 and consistent with the housing programs outlined in the Housing Element and Fair Share Plan. Barnegat Township has a balance of **$135,751.65** as of April 16, 2018 and anticipates an additional **$2,015,739.94** in revenues, including interest, before the expiration of substantive certification in 2025 for a total of **$2,151,491.59**. The municipality will dedicate **$927,761.00** toward affordability assistance, **$707,791.30** for housing rehabilitation, and $112,791.30 for an accessory apartments program. In addition, the Township has dedicated **$403,147.99** for administrative costs, within the threshold of the 20% cap on administrative costs. Total expenditures are anticipated to be **$2,151,491.59.**

Table 5. Spending Plan Summary	
Balance as of April 16, 2018	**$135,751.65**
Projected Revenue 2018-2025	**$2,015,739.94**
Development Fees	$1,999,742.00
Other Funds	$0.00
Interest	$15,997.94
TOTAL REVENUE	**$2,151,491.59**
Projected Expenditures 2018-2025	**$2,151,491.59**
Funds used for Rehabilitation	$707,791.30
Accessory Apartments Program	$112,791.30
Affordability Assistance	$927,761.00
Administration	$403,147.99
TOTAL PROJECTED EXPENDITURES	**$2,151,491.59**
REMAINING BALANCE	**($0.00)**

*Actual affordability assistance minimums are calculated on an ongoing basis, and are predicated upon on actual revenues collected through 2025.

RESOLUTION 2018-___

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY ADOPTING AN AFFORDABLE HOUSING SPENDING PLAN AND REQUESTING JUDICIAL REVIEW AND APPROVAL OF SAME

WHEREAS, regulations adopted by the New Jersey Council on Affordable Housing ("COAH") have consistently required a municipality with an Affordable Housing Trust Fund to receive approval of a Spending Plan by COAH prior to spending any of the funds in its Trust fund; and

WHEREAS, these regulations required a Spending Plan to include the following:

1. A projection of revenues anticipated from imposing fees on development, based on pending, approved and anticipated developments and historic development activity;

2. A projection of revenues anticipated from other sources, including payments in lieu of constructing affordable units, funds from the sale of units with extinguished controls, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, and interest earned;

3. A description of the administrative mechanism that the municipality will use to collect and distribute revenues;

4. A description of the anticipated use of all affordable housing trust funds;

5. A schedule for the expenditure of all affordable housing trust funds;

6. A pro-forma statement of the anticipated costs and revenues associated with the development if the municipality envisions supporting or sponsoring public sector or non- profit construction of housing;

7. A plan to spend the trust fund balance in accordance with the implementation schedule within the Spending Plan and approved by a settlement agreement;

8. The manner through which the municipality will address any expected or unexpected shortfall if the anticipated revenues are not sufficient to implement the Plan; and

9. A description of the anticipated use of excess affordable housing trust funds, in the event more funds than anticipated are collected, or projected funds exceed the amount necessary for satisfying the municipal affordable housing obligation.

WHEREAS, the Governing Body of the Township of Barnegat adopted a Spending Plan on May 1, 2018 consistent with the Borough's Settlement Agreement; and

WHEREAS, the Spending Plan has been revised to reflect the most current status of reimbursements and expenditures in the trust fund; and

WHEREAS, the Revised Spending Plan is consistent with the Borough's Amended Settlement Agreement; and

WHEREAS, because COAH is no longer a functioning administrative agency, it has announced that it will not approve any Spending Plan, including the Township's; and

WHEREAS, the Township of Barnegat shall therefore seek review and approval of its adopted and endorsed Revised Spending Plan as part of its obligations under the Settlement Agreement between the Township of Barnegat and Fair Share Housing Center.

NOW THEREFORE BE IT RESOLVED that the Governing Body of the Township of Barnegat, County of Ocean, hereby adopts and endorses the Spending Plan attached hereto;

BE IT FURTHER RESOLVED THAT the Township of Barnegat hereby requests that the Special Master and/or the Court review and approve its Spending Plan.

CERTIFICATION

I, Michele A. Rivers, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify by my hand and seal that the foregoing resolution was duly adopted by the Township Committee of said Township after public hearing at their regular meeting held on May _____, 2018 at the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.

_____
Michele A. Rivers, RMC
Municipal Clerk

APPENDIX C

Barnegat Township, New Jersey

Operating Manual for the Administration of Rental & For Sale Units of a Rehabilitation Program

In Accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:93 and N.J.A.C. 5:97

Prepared: April 2018

Prepared by

CME ASSOCIATES

Adopted by Barnegat Township:

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INTRODUCTION

This Rehabilitation Program Operating Manual has been prepared to assist in the administration of the Barnegat Township Rehabilitation Program. It will serve as a guide to the program's staff and applicants.

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 rehabilitation process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, cost estimating, contract payments, record keeping and overall program administration. The following represents the procedures developed to offer an applicant the opportunity to apply to the program.

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit 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.

Fair Housing and Equal Housing Opportunities apply to both owner and tenant applications.

SECTION I. ELIGIBLE PARTICIPANTS

A. Categories of Participants

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households and that the units are determined to be substandard. Owners of rental properties do not have to be low- or moderate-income households. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households.

NOTE: Pursuant to N.J.A.C. 5:97-6.2(b)6 rental units may not be excluded from a municipal rehabilitation program. If a county administers the municipal rehabilitation program and the county program does not include rehabilitation of rental units, the municipality will need to supplement the county program with its own rehabilitation program for rental units.

B. Income Limits for Participation

Household income is defined as the combined annual income of all family members over 18 years of age including wages, Social Security, disability insurance, unemployment insurance, pensions, dividend/interest income, alimony, etc. Each unit's total household income must fall within the State's low and moderate income limits based on family size as follows.

Table 1: 2017 Regional Income Limits (updated annually)

Household Size	Low Income Limit	Moderate Income Limit
1	$33,011	$52,817
2	$37,727	$60,363
3	$42,443	$67,908
4	$47,158	$75,454
5	$50,931	$81,490
6	$54,704	$87,526
7	$58,476	$93,562
8	$62,249	$99,599

The table above is based on median income figures determined by the Affordable Housing Professionals of New Jersey's (AHPNJ) Regional Income Limits for (Ocean and Monmouth Counties). The Program Administrator will ensure this chart is updated when adjustments to these income figures become available.

C. Program Area

This is a municipal-wide program. The rehabilitation property must be located in Barnegat Township.

D. Certification of Substandard

The purpose of the program is to bring substandard housing up to code. Substandard units are those units requiring repair or replacement of at least one major system. A major system is any one of the following:

1. Roof
2. Plumbing (including wells)
3. Heating
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing structural systems
7. Lead paint abatement
8. Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

Code violations will be determined by an inspection conducted by a licensed inspector**.**

Section II. Available Benefits

A. Program Financing

The average per unit rehabilitation costs shall be $10,000. If a particular unit requires more than $10,000, the Township will review and approve on a case by case basis.

B. Owner-occupied Units

Eligible property owners may be eligible for an interest free loan which will be due if the property is sold and/or title/occupancy changes between years 1 through 10 except for allowable conditions under loan repayment terms section below.

If the owner decides to sell the property, transfer title, or if the owner should die before the terms of the lien expire, the owner, heirs, executors or legal representatives must repay the loan according to the schedule above upon a title change. If the transfer of title occurs before the ten year period, 100% of the original loan will be due. Rental of house is allowable under certain conditions subject to approval by the Administrative Agent.

Exceptions to Loan Repayment Terms above during the lien period:

1. If the loan transfers due to inheritance of low or moderate income family member beneficiary who will take occupancy upon death of program mortgagee and assume the balance of the lien, or

2. If the house is sold at an affordable price pursuant to N.J.A.C. 5:97-9.3 to someone who can be qualified as income eligible, takes occupancy and agrees to assume the program lien for the remaining duration of the lien period, or

3. If the house is sold at an affordable price pursuant to N.J.A.C. 5:97-9.3 to an investor who assumes the lien and also signs a deed restriction for the remaining duration of the lien period to rent the dwelling at the affordability controls restricted rental rate and according to the affirmative marketing requirements for re-rentals. When this occurs, the Township's Administrative Agent will be responsible for monitoring compliance over that unit.

C. Renter-occupied Units

Eligible landlords of one-four unit buildings may be eligible for an interest free loan which will be due when title to the property is transferred. The landlords are required to provide at least 50% of the total construction costs needed for each unit to meet the New Jersey State Housing Code, N.J.A.C. 5:28 and each unit must meet the major system repair or replacement requirement. At the time the application is submitted, owners must submit proof of their share through bank statements, credit lines, etc. Title searches and property appraisals will be required to determine if there is sufficient equity in the property to cover to cost of the loan. The landlords will be expected to pay for the costs of the title searches and provide up to date property appraisals. In addition to the interest free, deferred payment loan, a ten-year deed restriction, attached to the mortgage and note, will be used to control the contract rent and ongoing tenant eligibility on rental units that receive

assistance. The loan will be due upon transfer of title to the property; however, the deed restrictions shall remain in effect for ten years from the date the units are certified as standard. There are no monthly payments. The deed restriction will be recorded in the county deed book.

In situations where the non-income eligible owner(s) of eligible rental units occupies a unit in the structure to be rehabilitated, repairs to shared systems (i.e.: roof, heating, foundations, etc.) will be prorated with the owner(s) receiving no financial assistance for the owner's share.

If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls of affordability, the deed restriction shall require the unit to be rented to a low- or moderate- income household at an affordable price and affirmatively marketed pursuant to the N.J.A.C. 5:97-9. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.

D. Subordination

The Barnegat Township may agree to subordination of a loan if the mortgage company supplies an appraisal showing that the new loan plus the balance on the old loan does not exceed 95% of the appraised value of the unit. In addition, the household must be recertified as low- or moderate income.

SECTION III. ELIGIBLE PROPERTY IMPROVEMENTS

A. Eligible Improvements

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, applicable code violations, as well as any other cosmetic work that is reasonable and deemed necessary or is related to the necessary repairs.

At least one major system must be replaced or included in the repairs, which include one of the following:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint abatement
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Interior trim work,

- Interior and/or exterior doors
- Interior and/or exterior hardware
- Window treatment
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools, and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Upon rehabilitation, housing deficiencies shall be corrected and the unit shall comply with the New Jersey State Housing Code, N.J.A.C. 5:28. For construction projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode (N.J.A.C. 5:23-6). In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

D. Certification of Standard

All code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a certificate of completion or occupancy. The licensed inspector must certify any structure repaired in whole or in part with rehabilitation funds to be free of any code violations.

E. Emergency Repairs

A situation relating to a safety and/or health hazard for the occupants would constitute an emergency. A municipal inspector will confirm the need for such work. In emergency cases, the formal solicitation process will not be followed. A minimum of three (3) estimates will be obtained when possible for the "emergency" work. However, eligibility, as stated in Section I, subsection B, must be determined prior to soliciting estimates. Application for additional non-emergency work may be made in accordance with the procedures outlined in this Operating Manual. The funding for the emergency work and any additional rehabilitation may not exceed the program financing provisions in Section II, sub-section A.

SECTION IV. OVERVIEW OF ADMINISTRATIVE PROCEDURES

A. Application/Interview

Property owners interested in participating in the housing rehabilitation program may submit preliminary applications to the program staff. Preliminary applications are available at the following locations:

Barnegat Township Municipal Building
900 West Bay Avenue, Barnegat, NJ 08005
Phone: (609) 698-0080
Office Hours: Monday – Friday 8:30AM – 4:30PM

Upon request, the program staff will mail a preliminary application to an interested property owner. If after the program staff reviews a preliminary application an owner-occupant appears to be income eligible, an interview will be arranged with the applicant for a formal application to the program. At the time of the interview, the applicant must present required documentation. Applicants for rental rehabilitation funding must provide a list of tenants and the rents paid by each. The program staff will contact the tenants to provide evidence of income eligibility of the occupants of the units.

Applications will be processed in the order of receipt. Only emergency situations shall be handled out of the order of receipt.

B. Income Eligibility and Program Certification

For the households seeking a determination of income eligibility, both owner-occupants and renter-occupants, all wage earners 18 years of age or older in the household must submit appropriate documentation to document the household income, as further described below.

Property owners of both owner-occupied and renter-occupied units must submit the following documentation:

- Copy of the deed to the property.
- Proof that property taxes and water and sewer bills are current.
- Proof of property insurance, including liability, fire and flood insurance where necessary.

If after review of the income documentation submitted by the applicant's tenants, the tenant is determined to be ineligible, the applicant will receive a letter delineating the reasons for the determination of ineligibility. An applicant may be determined ineligible if the each tenants' income exceeds COAH income limits.

The program staff will arrange for a title search of all properties entering the program. After the initial interview and the program staff has substantiated that the occupant is income-eligible, and the title search is favorable, the Eligible Certification Form will be completed and signed.

Upon confirmation of income eligibility of the applicant or the applicant's tenants, the program staff will send a letter, including the Eligible Certification Form, to the applicant certifying the

applicant's and or tenant's eligibility. Eligibility will remain valid for six months. If the applicant has not signed a contract for rehabilitation within six months of the date of the letter of certifying eligibility, the applicant will be required to reapply for certification.

C. Housing Inspection/Substandard Certification

Once determined eligible, the program staff will arrange for a qualified, licensed, housing/building code inspector to inspect the entire residential property. The licensed inspector will inspect the house, take photographs, and certify that at least one major system is substandard. All required repairs would be identified.

D. Ineligible Properties

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be ineligible, the program staff will send a letter delineating the reasons for the determination of ineligibility. An applicant's property may be determined ineligible for any one of the following reasons:

- Title search is unfavorable.
- Property does not need sufficient repairs to meet eligibility requirements.
- Real estate taxes are in arrears.
- Proof of property insurance not submitted.
- Property is listed for sale.
- Property is in foreclosure.
- Total debt on the property will exceed the value of the property.

The Barnegat Township may disqualify properties requiring excessive repairs to meet municipal housing standards. The estimated or bid cost of repairs must exceed *50* percent of the estimated after-rehabilitation value of the property for the municipality to exclude the property.

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be eligible, the inspector will then certify that the dwelling is substandard by completing and signing the Certificate of Substandard Form and submitting this to the program staff.

E. Cost Estimate

The program staff will prepare or cause to be prepared a Work Write-up and Cost Estimate. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specifics on the materials to be used. A Cost Estimate will be computed and included within the program documentation. The program staff will review the Preliminary Work Write-up with the property owner.

Only required repairs to units occupied by income eligible households will be funded through the housing rehabilitation program. If the property owner desires work not fundable through the program, including work on an owner-occupied unit of a rental rehabilitation project, work on a

non-eligible rental unit in a multi-unit building or improvements not covered by the program, such work may be added to the work write-up if the property owner provides funds to be deposited in the municipality's Housing Trust Fund prior to the commencement of the rehabilitation of the property equivalent to (*110 percent or a higher percentage*) of the estimated cost of the elective work. Such deposited funds not expended at the time of the issuance of a certificate of completion/occupancy will be returned to the property owner with accrued interest.

F. Contractor Bidding Negotiations

After the unit and the unit occupant have been certified as eligible, the program staff will provide a list of approved, pre-qualified trade contractors for bidding. The property owner reviews this list and selects a minimum of three and a maximum of five contractors from whom to obtain bids. The program staff and property owner will then review these bids. The lowest responsible trade contractor shall then be selected. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

Property owners may seek proposals from non-program participating contractors. However, the Township must pre-approve the contractor prior to submitting a bid.

G. Contract Signing/Pre-Construction Conference

Program staff will meet with the property owner to review all bids by the various trades. This review will include a Final Work Write-up and Cost Estimate. The Contractor Agreement will be prepared by the program staff, as well as the Property Rehabilitation Agreement covering all the required terms and conditions.

The program staff will then call a Pre-Construction Conference. Documents to be executed at the Pre-construction Conference include: Contractors Agreement(s), Right of Entry Document, a Restricted Covenant, Mortgage and Mortgage Note. The property owner, program staff representative, contractor and bank representative will execute the appropriate documents and copies will be provided as appropriate. A staff member will outline project procedures to which property owner must adhere. A Proceed to Work Order, guaranteeing that the work will commence within fifteen (15) calendar days of the date of the conference and be totally completed within ninety (90) days from the start of work, will be issued to each contractor at this Conference.

H. Progress Inspections

The program staff will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing up walls on plumbing and electrical improvements.

I. Change Orders

If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the program staff will have the qualified professional(s) inspect the areas in need of repair and prepare a change order describing the work to be done. The

applicant and the contractor will review the change order with the program staff and agree on a price. Once all parties approve of the change order and agree on the price, they will sign documents amending the contract agreement to include the change order. Additionally, if the applicant is not funding the additional cost, new financing documents will be executed reflecting the increase.

J. Payment Schedule

The contract will permit three progress payments if the project costs less than $20,000 or four progress payments if the project costs more than $20,000. For example: $24,000 project has four payments, with the first payment of $10,000 and the remaining payments are divided equally. First payment is made when the project is one-quarter completed. Second payment is made when the project is one-half completed. Third at three quarters completed. Fourth and final payment upon completion.

The contractor will submit a payment request. The applicant will sign a payment approval if both the applicant and housing / building inspector are satisfied with the work performed. The municipality will then release the payment.

Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable) and the program staff receives a Property Owner Sign-off letter. The contractor's performance bond will be released within a *minimum of three* months after the final payment is made to the contractor.

K. Appeal Process

If an applicant does not approve a payment that the housing/building inspector has approved, the disputed payment will be appealed to the Township Committee for a hearing. The Township Committee will decide if the payment shall be released to the contractor or the contractor must complete additional work or correct work completed before the release of the payment. The municipality's Committee's decision will be binding on both the applicant and the contractor.

L. Final Inspection

Upon notification by the contractor that all work is complete and where required a Certificate of Occupancy has been issued, a final inspection shall be conducted and photographs taken. The program staff (or a representative), the property owner, and the necessary contractors shall be present at the final inspection to respond to any final punch list items.

M. Record Restricted Covenant and Mortgage Documentation

Program staff will file the executed Restricted Covenant and Mortgage with the County Clerk.

N. File Closing

After the final payment is made, the applicant's file will be closed by the program staff.

SECTION V. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION

A. Complete a Household Eligibility Determination Form

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq. (except for the asset test).[1] Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.

- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.

- A letter or appropriate reporting form verifying monthly benefits such as:

    - Social Security or SSI – Current award letter or computer print-out letter

    - Unemployment – verification of Unemployment Benefits

    - Welfare -TANF[2] current award letter

    - Disability - Worker's compensation letter or

    - 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.

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[1] Asset Test – N.J.A.C. 5:80-26.16(b)3 which provides that if an applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit as published annually by COAH, a certificate of eligibility shall be denied by the administrative agent, unless the applicant's existing monthly housing costs …exceed 38 percent of the household's eligible monthly income.

[2] TANF – Temporary Assistance for Needy Families

- 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.

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 dependents 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 reported to the IRS as a dependent 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.

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.

B. 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

Certify the income eligibility of low- and moderate-income households by completing the application form. Provide the household with the original and keep a copy in the project files.

C. Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Executive Director of the Department of Community Affairs (DCA), 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 DCA.

SECTION VI. CONTRACTOR RELATED PROCEDURES

A. Contractor Selection

Contractors must apply to the program staff to be placed on the pre-approved contractors list. Contractors seeking inclusion on the list must submit references from at least three recent general contracting jobs. Contractors also must submit documentation proving financial stability and the ability to obtain performance bonds, as performance bonds will be required on every rehabilitation project. If it is ever necessary for the Township or CME Associates to access the performance bond in order to complete a project, the contractor will be removed from the pre-approved contractors list. Contractors must carry workmen's compensation coverage and liability insurance of at least $100,000/$300,000 for bodily injury or death and $50,000 for property damage. Only licensed tradesmen will be permitted to perform specialty work such as plumbing, heating and electrical.

B. Number of Proposals Required

The property owner will select a minimum of three general contractors from a list of pre-approved contractors. Property owners may not select contractors who do not appear on the list.[3] The approved work write-up will be submitted to the selected contractors by the program staff. Contractors must visit the property and submit bids within *14* days. The contract will be awarded

[3] The program may permit a property owner to seek proposals from non-program participating contractors. However, the municipality must pre-approve the contractor prior to submitting a bid.

to the lowest bidder[4], provided that the housing/building inspector or the professional who drafted the work write-up certify that the work can be completed at the price bid and that the bid is reasonably close to the cost estimate. Bids must fall within *10* percent of the cost estimate.

C. Contractor Requirements

Upon notification of selection, the contractor shall submit all required insurance certification to the program staff. A contract signing conference will be called by the program staff to be attended by the property owner and contractor. At the time of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the program staff.

SECTION VII. MAINTENANCE OF RECORDS

A. Files To Be Maintained on Every Applicant

The program staff 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 (Rental Units Only)
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility

B. Files of applicants approved for the program will also contain the following additional documentation:

- Housing Inspection Report
- Photographs - Before
- Certification of Property Eligibility or Determination of Ineligibility
- Proof of Homeowners Insurance
- Copy of Deed to Property

C. For properties determined eligible for the program where the applicants choose to continue in the program, the files shall contain the following:

- Work Write-Up/Cost Estimate
- Copies of Bids
- Applicant/Contractor Contract Agreement
- Recorded Mortgage/Lien Documents
- Copies of All Required Permits
- Contractor Requests for Progress Payments

[4] If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

- Progress Payment Inspection Reports
- Progress Payment Vouchers
- Change Orders (If needed)
- Final Inspection Report
- Photographs - After
- Certification of Completion
- Certification of Release of Contractor's Bond

Individual files will be maintained throughout the process.

D. Rehabilitation Log

A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

E. Monitoring

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Development Fees expended
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (years)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

SECTION VIII. PROGRAM MARKETING

The municipality will conduct a public meeting announcing the implementation of the housing rehabilitation program. For the term of the program, the municipality will include flyers once a year with the tax bills, water bills or other regular municipal mailing to all property owners. Program information will be available at the municipal building, library, and senior center and on the municipal website. Posters regarding the program will be placed in retail businesses throughout the municipality.

Prior to commencement of the program and periodically thereafter, the municipality will hold informational meetings on the program to all interested contractors. Each contractor will have the opportunity to apply for inclusion of the municipal contractor list.

SECTION IX. RENTAL PROCEDURES

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5-80:26.1 et. seq. once the rental units are rehabilitated.

A. Fair Housing and Equal Housing Opportunities

It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit 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.

B. Overview of the Affordable Housing Administration Process for Rental Units

- The Municipal Housing Liaison serves as an initial point of contact for unsolicited calls to the municipality about affordable housing and to appropriately direct applicants to CME Associates, the Administrative Agent.
- The Administrative Agent implements the Township'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 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 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 all applicable documents, which shall be 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 in to the affordable rental unit.

C. 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 the section **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 DCA 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 DCA. Any requests from DCA for additional information or corrections will be directed to the Municipal Housing Liaison.

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 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, CME Associates, is responsible for implementing the Affirmative Marketing Plan adopted by the Township. At the first meeting with the Municipal Housing Liaison, Administrative Agent, and the developer, affordable housing sponsor or owner this responsibility should be discussed. 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 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 certificate 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 shall immediately contact the Administrative Agent:

- 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 DCA 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 original 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, Repayment Mortgages, Repayment Mortgage Notes, Leases and Rental Certifications.

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 DCA monitoring report. An Administrative Agent is responsible for collecting the reporting data on each unit in their portfolio.

Maintain and distribute information on HUD-approved Housing Counseling Programs.

Responsibilities of the Municipal Attorney

The Municipal Attorney assists the municipality with developing, administrating, and enforcing affordability controls, including but not limited to providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls.

Responsibilities of Owners of Rental Units

Open and direct communication between the Owners of rental units, 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 units are also responsible for working with the Administrative Agent to ensure that the Municipal Housing Liaison has all necessary information to complete the annual DCA 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 Barnegat Township's Affirmative Marketing Plan. Barnegat Township's Affirmative Marketing Plan can be found under separate cover on file at the Township Municipal Building or with the Administrative Agent, CME Associates.

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, CME Associates, shall undertake all of the strategies outlined in the Barnegat Township's 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 or rented. 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-rentals. When a re-rental affordable unit becomes available, applicants will be selected from the applicant pool and, if necessary, the unit will be affirmatively marketed as described above.

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 up to 30 days. Applicants will be asked where they learned of the housing opportunity. The Administrative Agent will pre-qualify applicants as soon as applications are received, and only place preliminary income-eligible applications in the lottery, provided that applicants are notified in writing of eligibility and non-eligibility in advance of the lottery.

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).

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.

Eligible households are matched to available units based upon the number of bedrooms needed (and any other special requirements, such as the need for an accessible unit).

For future re-rentals the Administrative Agent will 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 60 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 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 *20* 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.

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 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. 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 DCA'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.

Determining Affordable Rents

To determine the initial rents the Administrative Agent uses the COAH calculators located at http://www.hudser.org/portal/datasets/il.html.

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 DCA'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 Determined Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

The above rules are only to be used for setting initial rents. They are not guidelines for matching household sizes with unit sizes. The pricing of age-restricted units may not exceed affordability based on a two-person household.

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 DCA'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 DCA's Annual Regional Income Limits Chart, available online. These increases must be filed & 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 DCA-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 DCA-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.

Rehabilitation Program Audit Checklist

	UP-TO-DATE OPERATING MANUAL	Comments
☐	Income Limits	
☐	List of Pre-Qualified Contractors	
☐	Sample Forms and Letters	
	MAINTENANCE OF RECORDS	
	Files To Be Maintained on Every Applicant	
☐	Preliminary Application	
☐	Application Form	
☐	Income Verification	
☐	Letter of Certification of Eligibility or	
☐	Letter of Determination of Ineligibility.	
	Files to be Maintained on Every Property	
☐	Housing Inspection Report.	
☐	Photographs – Before Certification of Property	
☐	Homeowner's Insurance	
☐	Property Deed	
☐	Eligibility or Determination of Ineligibility	
☐	Work Write-Up/Cost Estimate.	
☐	Applicant/Contractor Contract Agreement.	
☐	Mortgage/Lien Documents.	
☐	Copies of All Required Permits.	
☐	Contractor Requests for Progress Payments.	
☐	Progress Payment Inspection Reports.	
☐	Progress Payment Vouchers.	
☐	Change Orders (If Needed).	
☐	Final Inspection Report.	
☐	Photographs - After	
☐	Certification of Completion.	
☐	Certification of Release of Contractor's Bond.	
☐	**Rehabilitation Log**	
	MONITORING INFORMATION	
☐	Complete Monitoring Reporting Forms	
	PROGRAM MARKETING	
☐	Annual Public Hearing Notice on Program	
☐	Program Flyer	
☐	Program Brochure	
☐	Flyer mailed Annually to All Property Owners	
☐	Program information available in municipal building,	
☐	library and senior center.	
☐	Program information posted on municipal website.	
☐	Program posters placed in retail businesses throughout the municipality.	

Rehabilitation Program Audit Checklist
For Rental Units

☐	**UP-TO-DATE OPERATING MANUAL**	**Comments**
☐	Income Limits	
☐	Sample Forms and Letters	
	AFFIRMATIVE MARKETING	
☐	Copies of 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 Rental 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	
☐	Appendix K	
	Files To Be Maintained on Every Property	
	Deed	

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - August 2017

2017 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**	Max Increase Sales***	Regional Asset Limit****
Region 1	Median	$60,271	$64,576	$68,882	$77,492	$86,102	$89,546	$92,990	$99,878	$106,766	$113,655	1.7%	1.99%	$166,493
Bergen, Hudson, Passaic and Sussex	Moderate	$48,217	$51,661	$55,105	$61,993	$68,882	$71,637	$74,392	$79,903	$85,413	$90,924			
	Low	$30,136	$32,288	$34,441	$38,746	$43,051	$44,773	$46,495	$49,939	$53,383	$56,827			
	Very Low	$18,081	$19,373	$20,664	$23,248	$25,831	$26,864	$27,897	$29,963	$32,030	$34,096			
Region 2	Median	$65,953	$70,663	$75,374	$84,796	$94,218	$97,987	$101,755	$109,293	$116,830	$124,368	1.7%	3.25%	$180,756
Essex, Morris, Union and Warren	Moderate	$52,762	$56,531	$60,299	$67,837	$75,374	$78,389	$81,404	$87,434	$93,464	$99,494			
	Low	$32,976	$35,332	$37,687	$42,398	$47,109	$48,993	$50,878	$54,646	$58,415	$62,184			
	Very Low	$19,786	$21,199	$22,612	$25,439	$28,265	$29,396	$30,527	$32,788	$35,049	$37,310			
Region 3	Median	$73,780	$79,050	$84,320	$94,860	$105,400	$109,616	$113,832	$122,264	$130,696	$139,128	1.7%	0.38%	$200,698
Hunterdon, Middlesex and Somerset	Moderate	$59,024	$63,240	$67,456	$75,888	$84,320	$87,693	$91,066	$97,811	$104,557	$111,302			
	Low	$36,890	$39,525	$42,160	$47,430	$52,700	$54,808	$56,916	$61,132	$65,348	$69,564			
	Very Low	$22,134	$23,715	$25,296	$28,458	$31,620	$32,885	$34,150	$36,679	$39,209	$41,738			
Region 4	Median	$66,022	$70,738	$75,454	$84,885	$94,317	$98,090	$101,862	$109,408	$116,953	$124,498	1.7%	1.53%	$177,413
Mercer, Monmouth and Ocean	Moderate	$52,817	$56,590	$60,363	$67,908	$75,454	$78,472	$81,490	$87,526	$93,562	$99,599			
	Low	$33,011	$35,369	$37,727	$42,443	$47,158	$49,045	$50,931	$54,704	$58,476	$62,249			
	Very Low	$19,807	$21,221	$22,636	$25,466	$28,295	$29,427	$30,559	$32,822	$35,086	$37,349			
Region 5	Median	$58,240	$62,400	$66,560	$74,880	$83,200	$86,528	$89,856	$96,512	$103,168	$109,824	1.7%	2.09%	$154,194
Burlington, Camden and Gloucester	Moderate	$46,592	$49,920	$53,248	$59,904	$66,560	$69,222	$71,885	$77,210	$82,534	$87,859			
	Low	$29,120	$31,200	$33,280	$37,440	$41,600	$43,264	$44,928	$48,256	$51,584	$54,912			
	Very Low	$17,472	$18,720	$19,968	$22,464	$24,960	$25,958	$26,957	$28,954	$30,950	$32,947			
Region 6	Median	$51,085	$54,734	$58,383	$65,681	$72,979	$75,898	$78,817	$84,655	$90,494	$96,332	1.7%	0.00%	$136,680
Atlantic, Cape May, Cumberland, and Salem	Moderate	$40,868	$43,787	$46,706	$52,545	$58,383	$60,718	$63,054	$67,724	$72,395	$77,066			
	Low	$25,543	$27,367	$29,192	$32,840	$36,489	$37,949	$39,409	$42,328	$45,247	$48,166			
	Very Low	$15,326	$16,420	$17,515	$19,704	$21,894	$22,769	$23,645	$25,397	$27,148	$28,900			

Moderate income is between 80 and 50 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 per N.J.A.C. 5:97-9.3. The increase for 2015 was 2.3%, the increase for 2016 was 1.1% and the increase for 2017 is 1.7% (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 or 2016 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. 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 per N.J.A.C. 5:97-9.3. As per 5:97-9.3,(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 no event shall the maximum resale price established by the administive 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.

Note: Since the Regional Income Limits for Region 6 in 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. 5:97-9.2(c).

RESOLUTION 2018 - 175

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BARNEGAT ADOPTING A REHABILITATION PROGRAM MANUAL

WHEREAS, in accordance with the regulations of N.JA.C. 5:93-5.2, et seq. and the terms of a settlement agreement between the Township and the Fair Share Housing Center in the Matter of the Application of Barnegat, County of Ocean, Docket No. OCN-L-1856-15 regarding In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) ("Mount Laurel IV"), the Township of Barnegat is required to adopt a rehabilitation program manual to meet its rehabilitation obligation for the Third Round.

NOW THEREFORE BE IT RESOLVED that the Township Committee of the Township of Barnegat, Ocean County, State of New Jersey, hereby adopts the attached rehabilitation program manual; and

CERTIFICATION

I, Michele A. Rivers, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify by my hand and seal that the foregoing resolution was duly adopted by the Township Committee of said Township after public hearing at their regular meeting held on May 1, 2018 at the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.

Michele A. Rivers, RMC
Municipal Clerk

APPENDIX D

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 4)**

I. APPLICANT AND PROJECT INFORMATION

1a. Administrative Agent Name, Address, Phone Number Patricia Gallagher CME Associates 1460 Route 9 South Howell, NJ 07731 (732) 462-7400	**1b. Development or Program Name, Address** Township Rehabilitation Program Affordability Assistance Program Administration of Affordable Units

1c. **Number of Affordable Units:** TBD **Number of Rental Units: TBD** **Number of For-Sale Units:** TBD	**1d. Price or Rental Range** From TBD To TBD	**1e. State and Federal Funding Sources (if any)** None.

1f. ☐ Age Restricted X Non-Age Restricted	**1g. Approximate Starting Dates** Advertising: TBD Occupancy: TBD

1h. County **Mercer, Monmouth, and Ocean**	**1i. Census Tract(s): TBD**

1j. Managing/Sales Agent's Name, Address, Phone Number

TBD

1k. Application Fees (if any): Application fee applies. Credit and Criminal Background Check Fees may apply. Amenities are not included.

(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.

<u>Initial Randomization</u>

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 60 days.

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).

An applicant pool is created by listing applicants in the order selected.

Applications are reviewed for income-eligibility. Ineligible households are informed that they are being removed from the applicant pool or given the opportunity to correct and/or update income and household information.

Eligible households are matched to available units based upon the number of bedrooms needed (and any other special requirements, such as 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.

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.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

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

☐ Asian or Pacific Islander ☐ Other group:

3b. **HOUSING RESOURCE CENTER** (www.njhrc.gov) A free, online listing of affordable housing.

3c. Commercial Media (required) (Check all that applies)

	Duration & Frequency of Outreach	**Names of Regional Newspaper(s)**	**Circulation Area**
TARGETS ENTIRE HOUSING REGION 4			
Daily Newspaper			
X	Continuous	http://barnegat.net/	Ocean
X	One display ad per week for four consecutive weeks, beginning at the start of the marketing process	Asbury Park Press; Ocean County Observer	Ocean
X	As Needed	Craigslist/Zillow	Ocean
TARGETS PARTIAL HOUSING REGION 4			
Daily Newspaper			
X		Trenton Times	Mercer
X		Trentonian	Mercer
Weekly Newspaper			
X		Ewing Observer	Mercer
X		Hopewell Valley News	Mercer

X		Lawrence Ledger	Mercer
X		Atlanticville	Monmouth
X		Courier	Monmouth
X		Examiner	Monmouth
X		The Ocean Star	Ocean
X		Ocean County Journal	Ocean
X		Tuckerton Beacon	Ocean
X		The Coast Star	Monmouth, Ocean
X		The SandPaper	Ocean
X		Berkeley Times	Ocean

TARGETS PARTIAL HOUSING REGION 4

X		Cablevision of Hamilton, Monmouth, Raritan Valley; Comcast of Monmouth County, Garden State, Ocean County, Central Jersey, Mercer County, Long Beach Island, Toms River	All Monmouth, Ocean, Mercer Counties

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 4				
Weekly				
X		Nuestra Communidad	Central/South Jersey	Spanish-Language
TARGETS PARTIAL HOUSING REGION 4				
Weekly				
X		El Hispano	Camden and Trenton areas	Spanish-Language
X		New Jersey Jewish News	Northern and Central New Jersey	Jewish
X		Ukrainian Weekly	New Jersey	Ukrainian community

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			
☐		Mercer County Board of Education	1075 Old Trenton Rd, Trenton, NJ
☐		Medical Center at Princeton	253 Witherspoon St, Princeton, NJ
☐		Bristol-Myers Squibb	100 Nassau Park Blvd, Princeton, NJ and 820 Bear Tavern Rd, Trenton, NJ
☐		St. Lawrence Rehabilitation Center	2381 Lawrenceville Rd, Lawrenceville, NJ
☐		McGraw-Hill	120 Windsor Center Dr, East Windsor, NJ
☐		Conair Corporation	150 Milford Rd, Hightstown, NJ
☐		Shiseido America, Inc.	366 Princeton Hightstown Rd, East Windsor, NJ
☐		NJ Manufacturers Insurance Company	1001 Grand St S, Hammonton, NJ
☐		Homasote	932 Lower Ferry Rd, Trenton, NJ
☐		Robert Wood Johnson University Hospital	1 Hamilton Health Pl, Trenton, NJ
☐		Coca-Cola Foods	480 Mercer St, Hightstown, NJ
☐		Peddie School	111 Armellino Ct, Hightstown, NJ
☐		Dana Communications	2 E Broad St, Hopewell, NJ
☐		Merrill Lynch	410 Scotch Rd, Hopewell, NJ
☐		Janssen Pharmaceutical	1125 Trenton Harbourton Rd, Titusville, NJ
☐		St. Francis Medical Center	601 Hamilton Avenue Trenton NJ 08629-1986
☐		The Trenton Times	500 Perry St, Trenton, NJ
☐		Gaum. Inc.	1080 US Highway 130, Robbinsville, NJ

Monmouth County			
☐		Meridian Health System	1350 Campus Parkway Neptune
☐		US Army Communications Electronics Command Fort Monmouth	CECOM Bldg 901 Murphy drive Fort Monmouth
☐		County of Monmouth Hall of Records	1 East Main Street Freehold
☐		Central State Healthcare Systems	West Main Street Freehold
☐		Monmouth Medical Center	300 Second Ave Long Branch
☐		Asbury Park Press	3601 Route 66 Neptune, NJ
☐		Food Circus Super Markets, Inc.	835 Highway 35 PO BOX 278 Middletown, NJ
☐		Monmouth University	Cedar Ave West Long Branch
☐		Naval Weapons Station Earle	State Highway 34 Colts Neck, NJ

☐		Norkus Enterprises, Inc.	505 Richmond Ave Point Pleasant, NJ
☐		Horizon Blue Cross Blue Shield	1427 Wyckoff Road Farmingdale, NJ
Ocean County			
☐		Saint Barnabas Health Care System	300 2nd Ave Long Branch, NJ 07740
☐		Six Flags Theme Parks Inc	Route 537 Jackson, NJ 08527
☐		Meridian Health Care System	415 Jack Martin Blvd, Brick, NJ
☐		Southern Ocean County Hospital	1140 Route 72 West, Manahawkin, NJ
☐		Jenkinsons	300 Ocean Ave Pt. Pleasant Beach, NJ 08742

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**
Fair Share Housing Center	Statewide	N/A	Ongoing as needed
New Jersey State Conference of NAACP	Statewide	African-American	Ongoing as needed
NAACP (Toms River, Ocean County/Lakewood Branches)	Ocean County	African-American	Ongoing as needed
The Latino Action Network	Statewide	Hispanic	Ongoing as needed
STEPS	Statewide	N/A	Ongoing as needed
OCEAN Inc.	Monmouth and Ocean Counties	N/A	Ongoing as needed
Supportive Housing Association	Statewide	N/A	Ongoing as needed
Saint Francis Community Center	Ocean	N/A	Ongoing 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, contact person)

Barnegat Township Municipal Building, 900 West Bay Avenue
Barnegat, NJ 08005

Ocean County Library, Barnegat Branch, 112 Burr Street
Barnegat, New Jersey 08005

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).

_____

Administrative Agent Date

RESOLUTION 2018 - 177

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, ADOPTING AN AFFIRMATIVE MARKETING PLAN FOR THE TOWNSHIP OF BARNEGAT

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has reviewed and approved the 2018 Housing Element and Fair Share Plan (hereinafter referred to as the "Plan"); and

WHEREAS, the Plan contains, as required, an affirmative Fair Share Housing marketing plan; and

WHEREAS, the Township has reviewed the Plan and finds it to be acceptable and in accordance with its statutory requirements.

NOW, THEREFORE, BE IT RESOLVED, this 1st day of May, 2018, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. The Township adopts the Affirmative Fair Housing Marketing Plan, which is part of the Housing Plan Element and Fair Share Plan dated April, 2018, a true copy of which is on file with the office of the Township Clerk and can be reviewed during normal business hours.

2. The Township authorizes and directs the Mayor, Township Clerk, and Township Administrator to execute any and all necessary documents in order to implement the intent of this Resolution.

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

3. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:

(a) Honorable Frank Caputo, Mayor;
(b) Martin Lisella, Township Administrator;
(c) Stacey Cole, Planning/Zoning Board Secretary;
(d) Maryann Bucci-Carter, P.P.; and
(e) Jerry J. Dasti, Esquire.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on May 1, 2018, a quorum being present and voting in the majority.

Michele Rivers, RMC

MICHELE RIVERS, RMC, TOWNSHIP CLERK

Prepared by:

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APPENDIX E

TOWHSHIP OF BARNEGAT
COUNTY OF OCEAN
STATE OF NEW JERSEY

ORDINANCE 2018 - 15

AN ORDINANCE OF THE TOWNSHIP OF BARNEGAT TO IMPLEMENT THE TOWNSHIP'S THIRD ROUND HOUSING PLAN ELEMENT AND FAIR SHARE PLAN CONSISTENT WITH THE TERMS OF A SETTLEMENT AGREEMENT REACHED BETWEEN THE TOWNSHIP OF BARNEGAT AND THE FAIR SHARE HOUSING CENTER REGARDING COMPLIANCE WITH THE TOWNSHIP'S THIRD ROUND AFFORABLE HOUSING OBLIGATIONS IN ACCORDANCE WITH IN RE: N.J.A.C. 5:96 AND 5:97, 221 N.J. 1 (2015), THE NEW JERSEY FAIR HOUSING ACT, AND RELEVANT REGULATIONS AND POLICIES ADOPTED BY THE NEW JERSEY COUNCIL ON AFFORDABLE HOUSING.

Section 1. Affordable Housing Obligation

(a) This Ordinance is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability and that low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.

(b) The Township of Barnegat Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan has been adopted by the Planning Board and endorsed by the governing body. The Fair Share Plan describes how Barnegat Township shall address its fair share for low- and moderate-income housing as documented in the Housing Element and outlined in the terms of the settlement agreement between the Township and Fair Share Housing Center (FSHC).

(c) This Ordinance implements the Township's Fair Share Plan, addresses the requirements of the Court and the terms of the settlement agreement, and also implements a Township wide requirement that all new multi-family residential development of five (5) or more units shall have a mandatory affordable housing set aside for low- and moderate-income units, subject to certain enumerated conditions.

(d) The Township of Barnegat shall track the status of the implementation of the Housing Element and Fair Share Plan. Any plan evaluation report of the Housing Element and Fair Share Plan shall be available to the public at the Municipal Building located on 900 West Bay Avenue, Barnegat, NJ 08005.

Section 2. Definitions

The following terms when used in this Ordinance shall have the meanings given in this Section:

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

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

"Adaptable" means constructed in compliance with the technical design standards of the Barrier Free Sub-code, N.J.A.C. 5:23-7.

"Administrative agent" means the entity responsible for the administration of affordable units in accordance with this ordinance, N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq.

"Affirmative marketing" means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

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

"Affordable" means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

"Affordable development" means a housing development all or a portion of which consists of restricted units.

"Affordable housing development" means 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 structure that provides for-sale or rental dwelling units for low & moderate income households within a residential use, structure, supportive or special needs dwelling, or residential component of a mixed-use development in accordance with the requirements of the Township of Barnegat's affordable housing ordinances and Housing Element & Fair Share Plan.

"Affordable housing program(s)" means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

"Affordable unit" means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable housing trust fund.

"Agency" means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

"Age-restricted unit" means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80 percent of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Assisted living residence" means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

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

"The Department" means the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

"DCA" means the State of New Jersey Department of Community Affairs.

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

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

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

"Inclusionary development" means a development containing both affordable units and market rate units. Inclusionary developments that has five or more units must have a minimum twenty percent set aside of affordable units if it is for sale and a minimum fifteen percent set aside for rentals. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

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

"Low-income unit" means a restricted unit that is affordable to a low-income household.

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

"Market-rate units" means housing not restricted to low- and moderate-income households that may sell or rent at any price.

"Median income" means the median income by household size for the applicable county, as adopted annually by the Department.

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

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household.

"Mixed-Use Development" means a structure or building that encompasses two or more different land uses, which shall be a retail or commercial component and a residential component, whereby any commercial use must be on the ground floor of said building or structure and the upper levels of the structure shall be the residential component and shall provide low and moderate income units, for-sale or rental, in accordance with the requirements of the Township of Barnegat's affordable housing ordinances and Housing Element & Fair Share Plan.

"Non-exempt sale" means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

"Random selection process" means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

"Regional asset limit" means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by the Department's adopted Regional Income Limits published annually by the Department.

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

"Rent" means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

"Restricted unit" means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

"Very low-income household" means a household with a total gross annual household income equal to 30 percent or less of the median household income.

"Very low-income unit" means a restricted unit that is affordable to a very low-income household.

"Weatherization" means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement

windows and replacement doors, and is considered a major system for rehabilitation.

Section 3. Affordable Housing Programs

The Township of Barnegat will use the following mechanisms to satisfy its affordable housing obligations:

(a) A Rehabilitation program.

1. The Township of Barnegat and Fair Share Housing Center have agreed upon a rehabilitation program of eighty six (86) units. The Township will create and administer both a rental and owner occupied rehabilitation program to satisfy its 86 unit present need obligation. A Spending Plan will be prepared and adopted by the Township that shall outline the schedule and expenditures through 2025 to realize 86 rehabilitated units. The Spending Plan will be funded through the Township's existing Developer Fee Ordinance and payments in lieu where appropriate. The Administrative Agent shall be responsible for submitting the rehabilitation program manuals and documenting each rehabilitation application and documents thoroughly. Any renovation of deficient housing units to be occupied by low- and moderate-income households will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.
2. All rehabilitated rental or owner-occupied units shall remain affordable to low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the control period will be enforced with a lien and for renter occupied units the control period will be enforced with a deed restriction.
3. The Township of Barnegat shall dedicate an average of $10,000 for each unit to be rehabilitated through this program, reflecting the minimum hard cost of rehabilitation for each unit.
4. The Township of Barnegat shall designate, subject to the approval of the Court, one Administrative Agent to administer the rehabilitation program in accordance with N.J.A.C. 5:91 and N.J.A.C. 5:93. The Administrative Agent shall provide a rehabilitation manual for both rental and owner occupant rehabilitations. These manuals when created will be reviewed by the governing body and adopted by resolution subject to approval of the Court. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office of the Administrative Agent.
5. Units in a rehabilitation program shall be exempt from N.J.A.C. 5:93-9 and Uniform Housing Affordability Controls (UHAC), but shall be administered in accordance with the following:
    i. If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to N.J.A.C. 5:93-9 and UHAC.

ii. If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to N.J.A.C. 5:93-9 and UHAC.

iii. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:93-9.

iv. Applicant and/or tenant households shall be certified as income-eligible in accordance with N.J.A.C. 5:93-9 and UHAC, except that households in owner occupied units shall be exempt from the regional asset limit.

(b) An Accessory Apartments Program.

1. Purpose. The purpose of this section is to establish provisions to regulate an accessory apartment program and to implement the mechanisms set forth in the Township Fair Share Plan.

2. Accessory apartments in the TC-CV and TC-CPHD Zones shall meet the following conditions:

i. Accessory apartments are permitted by the Zoning Ordinance in the TC-CV and TC-CPHD Zoning Districts, provided that a minimum of twenty percent (20%) of the units be affordable to very-low-, low- and/or moderate-income households, with a minimum of one (1) affordable unit in all developments containing accessory apartments.

ii. Accessory apartments shall comply with all applicable statutes and regulations of the State of New Jersey in addition to all building codes.

iii. At the time of initial occupancy of the unit and for at least ten years thereafter, the accessory apartment shall be rented only to a household which is either a low- or moderate-income household.

iv. Rents of accessory apartments shall be affordable to low- or moderate-income households as per applicable affordable housing regulations, including the UHAC regulations.

v. There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the accessory apartment is located running with the land and limiting its subsequent rental or sale of the unit and the accessory apartment.

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

vii. The Township accessory apartment program shall not restrict the number of bedrooms in any accessory apartment.

viii. No accessory apartment created as a result of this article or these regulations shall exceed the gross floor area of the existing principal dwelling on the lot.

ix. Municipal building permit fees shall be waived in all cases involving affordable accessory apartment development under this section. An annual license and inspection fee, if required, shall be paid by unit owners.

3. The maximum number of creditable accessory apartments shall be equal to no more than 10 or an amount equal to 10 percent of the Barnegat's fair share obligation, whichever is greater (additional units may be approved by the court if the Township demonstrates successful completion of its accessory apartment program.).

4. The Township shall designate an administrative entity to administer the accessory apartment program that shall have the following responsibilities:

   i. The Administrative Agent shall administer the accessory apartment program, including advertising, income qualifying prospective renters, setting rents and annual rent increases, maintaining a waiting list, distributing the subsidy, securing certificates of occupancy, qualifying properties, handling application forms, filing deed restrictions and monitoring reports and affirmatively marketing the affordable accessory apartment program in accordance with the UHAC.

   ii. The administrative entity shall only deny an application for an accessory apartment if the project is not in conformance with applicable affordable housing requirements and/or the provisions of this section/article. All denials shall be in writing with the reasons clearly stated.

   iii. In accordance with applicable affordable housing requirements, Barnegat Township shall provide at least $25,000 per unit to subsidize the creation of each low-income accessory apartment or $20,000 per unit to subsidize the creation of each moderate-income accessory apartment. Subsidy may be used to fund actual construction costs and/or to provide compensation for reduced rental rates.

5. Property owners wishing to apply to create an accessory apartment shall submit to the administrative entity:
   i. A sketch of floor plan(s) showing the location, size and relationship of both the accessory apartment and the primary dwelling within the building or in another structure;
   ii. Rough elevations showing the modifications of any exterior building façade to which changes are proposed; and

iii. A site development sketch showing the location of the existing dwelling and other existing buildings; all property lines; proposed addition, if any, along with the minimum building setback lines; the required parking spaces for both dwelling units; and any man-made conditions which might affect construction.

(c) Percentage of Mandatory Set Asides for All Future Residential Developments.

If the Township permits the construction of multi-family or single-family attached residential development that is "approvable" and "developable," as defined at N.J.A.C. 5:93-1.3, at a gross residential density of 6 units to the acre or more, the Township shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning with the effective date of this ordinance to any multi-family or single-family attached residential development, including the residential portion of a mixed-use development, which consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Township's Planning or Zoning Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is 20 percent; for projects in which the low and moderate income units are to be offered for rent, the appropriate set-aside percentage is 15 percent. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in the Settlement Agreement or Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein, though all other provisions of this ordinance besides Section 3 paragraph b shall be applicable to those sites unless otherwise specified.

Furthermore, this section shall not apply to developments containing four (4) or less dwelling units. All subdivision and site plan approvals of qualifying residential developments shall be conditioned upon compliance with the provisions of this section. Where a developer demolishes existing dwelling units and builds new dwelling units on the same site, the provisions of this section shall apply only if the net number of dwelling units is five (5) or more.

(c) Phasing. Inclusionary developments shall be subject to the following schedule, except where an alternate phasing schedule has been incorporated into a development or redevelopment agreement:

Minimum Percentage of Low- and Moderate-Income Units Completed	Maximum Percentage of Market-Rate Units Completed
0	25
10	25 + 1 Unit
50	50
75	75

100 90

(d) Fractional Units. If 20 percent of the total number of units in a development results in a fraction or decimal, the developer shall be required to provide an additional affordable unit on site.

Example: an 8-unit development requiring an affordable housing set-aside of 1.6 units is proposed. The developer is required to provide two on-site affordable units.

(e) Design. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

(f) Off-site construction. The standards for constructing affordable units off-site, shall be in accordance with the Township's recommendations, provided that at least the same number of affordable units are provided, at least half of the affordable units are available to families, and not more than 25% are age-restricted, and the affordable units provided are otherwise consistent with the terms of the Settlement Agreement.

(g) Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.

Section 4. New Construction

The following general guidelines apply to all newly constructed developments that contain low- and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

a. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

1. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.

2. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units. If there is only one affordable unit it must be a low income unit.

3. Thirteen percent (13%) of all affordable units approved or constructed since July 17, 2008 in the Township shall be designated as very-low income households at 30% of the median income, with at least fifty percent (50%) of all very-low income units being available to families. If an inclusionary development proposes less than 10 total units, a payment in lieu of the cost of subsidizing a very low income unit shall be deposited into the Township's Affordable Housing Trust Fund based on the difference in cost between providing a very low income unit and the region's affordability average. Very-low income units shall be considered low-income units for the purposes of evaluating compliance with the required low/moderate income unit splits, bedroom distribution, and phasing requirements of this ordinance.

4. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

i. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

ii. At least 30 percent of all low- and moderate-income units shall be two bedroom units;

iii. At least 20 percent of all low- and moderate-income units shall be three bedroom units; and

iv. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

1. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

b. Accessibility Requirements:

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Sub-code, N.J.A.C. 5:23-7.

2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

i. An adaptable toilet and bathing facility on the first floor;

ii. An adaptable kitchen on the first floor;

iii. An interior accessible route of travel on the first floor;

iv. An interior accessible route of travel shall not be required between stories within an individual unit;

v. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

vi. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Sub-code, N.J.A.C. 5:23-7, or evidence that the Township of Barnegat has collected funds from the developer sufficient to make ten percent (10%) of the adaptable entrances in the development accessible:

a. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

b. To this end, the builder of restricted units shall deposit funds within the Township's Affordable Housing Trust Fund sufficient to

install accessible entrances in ten percent (10%) of the affordable units that have been constructed with adaptable entrances.

c. The funds deposited under paragraph B. above shall be used by the Township of Barnegat for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

d. The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Township.

e. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Sub-code, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's affordable housing trust fund where the funds shall be deposited into the affordable housing trust fund and appropriately earmarked.

f. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Sub-code, N.J.A.C. 5:23-7.

c. Maximum Rents and Sales Prices

1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC utilizing the regional income limits established by the New Jersey Department of Community Affairs (DCA) or other agency as required by the Court.

2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52 percent of median income.

3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.

    a. At least thirteen percent (13%) of all low- and moderate-income dwelling units shall be affordable to households earning no more than 30 percent 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 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units

must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.

5. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:

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

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

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

    d. A three-bedroom unit shall be affordable to a four and one-half person household; and

    e. A four-bedroom unit shall be affordable to a six-person household.

    f. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:

6. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:

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

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

    c. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

8. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

9. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

10. The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

11. Utilities. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

Section 5. Affirmative Marketing Requirements

(a) The Township of Barnegat shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

(b) The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 4 and covers the period of deed restriction.

(c) The affirmative marketing plan shall provide a regional preference for all households that live and/or work in Housing Region 4.

(d) The Administrative Agent designated by the Township of Barnegat shall assure the affirmative marketing of all affordable units consistent with the Affirmative Marketing Plan for the municipality.

(e) In implementing the affirmative marketing plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

(f) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.

(g) The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township.

Section 6. Occupancy Standards

(a) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:

1. Provide an occupant for each bedroom;
2. Provide children of different sex with separate bedrooms; and
3. Prevent more than two persons from occupying a single bedroom.

(b) Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

Section 7. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

(a) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance until the Township of Barnegat elects to release the unit from such requirements however, and prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.

(b) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

(c) Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the administrative agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.

(d) At the time of the first sale of the unit, the purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the requirements of this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

(e) The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

(f) A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 8. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

(a) The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

(b) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

(c) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.

(d) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

Section 9. Buyer Income Eligibility

(a) Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

(b) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's certified monthly income.

Section 10. Limitations on indebtedness secured by ownership unit; subordination

(a) Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.

(b) With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C.5:80-26.6(b).

Section 11. Control Periods for Restricted Rental Units

(a) Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance until the Township of Barnegat elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.

(b) Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Ocean. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

(c) A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:

1. Sublease or assignment of the lease of the unit;
2. Sale or other voluntary transfer of the ownership of the unit; or
3. The entry and enforcement of any judgment of foreclosure.

Section 12. Price Restrictions for Rental Units; Leases

(a) A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

(b) No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

(c) Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

Section 13. Tenant Income Eligibility

(a) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.

(b) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

1. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
2. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
3. The household is currently in substandard or overcrowded living conditions;
4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

(c) The applicant shall file documentation sufficient to establish the existence of the circumstances in (b) 1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

Section 14. Administration

(a) The position of Municipal Housing Liaison (MHL) for the Township of Barnegat is established by this ordinance. The Township shall make the actual appointment of the MHL by means of a resolution.

1. The MHL must be either a full-time or part-time employee of Barnegat.
2. The person appointed as the MHL must be reported to the Court and thereafter posted on the Township's website.
3. The MHL must meet all the requirements for qualifications, including initial and periodic training.
4. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Barnegat, including the following responsibilities which may not be contracted out to the Administrative Agent:
    i. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
    ii. The implementation of the Affirmative Marketing Plan and affordability controls.
    iii. When applicable, supervising any contracting Administrative Agent.
    iv. Monitoring the status of all restricted units in the Township's Fair Share Plan;
    v. Compiling, verifying and submitting annual reports as required;
    vi. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and

vii. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Affordable Housing Professionals of New Jersey (AHPNJ).

(b) The Township of Barnegat shall designate by resolution of the Township Committee, subject to the approval of the Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:91, N.J.A.C. 5:93 and UHAC.

(c) An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).

(d) The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC, 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 Affordable Housing Professionals of New Jersey (AHPNJ).;
2. Affirmative Marketing;
2. Household Certification;
3. Affordability Controls;
4. Records retention;
5. Resale and re-rental;
6. Processing requests from unit owners; and
7. Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.
8. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

(e) The Administrative Agent shall also implement the rehabilitation program, affordability assistance program, and any other affordable housing programs required within the Spending Plan and adopted Housing Plan Element and Fair Share Plan.

Section 15. Enforcement of Affordable Housing Regulations

(a) Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

(b) After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties

for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:

   i. A fine of not more than $10,000.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;

   ii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Barnegat Affordable Housing Trust Fund of the gross amount of rent illegally collected;

   iii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.

(c) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

(d) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a

claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

(e) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

(f) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

(g) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

(h) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 16. Appeals

Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed with the Superior Court of New Jersey, Ocean County.

Section 17. 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 18. Inconsistent Ordinances

All other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency.

Section 19. Severability

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

Section 20. Effective Date

This Ordinance shall take effect upon its passage and publication according to law.

NOTICE

ORDINANCE 2018 - 15

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was introduced and passed on first reading by the Township Committee of Barnegat Township, County of Ocean, State of New Jersey on **May 1, 2018, at 10:00a.m.;** at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. The Ordinance will be considered for second and final reading at a meeting of the Township Committee on **May 24, 2018 at 9:00 a.m.**, or as soon thereafter as the matter may be reached and considered, at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. At that time the public is invited to ask questions, raise objections or provide public comment with regard to the proposed adoption of this Ordinance.

MICHELE RIVERS, RMC
TOWNSHIP CLERK

APPENDIX F

ORDINANCE 2017- 15

ORDINANCE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING SECTION 55-351 OF THE TOWNSHIP LAND USE CODE, MANDATORY DEVELOPMENT FEES-NON-RESIDENTIAL

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, (hereinafter referred to as the "Township") wishes to amend and supplement Section 55-351 of the Township Land Use Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

SECTION 1. Section 55-351 B(2) of the Township Land Use Ordinance is hereby amended and supplemented as follows:

55-351.B(2) Non-residential development fee amount: All non-residential developers requiring Major Site Plan approval, shall pay a mandatory development fee equal to two point five percent (2.5%) of the total equalized assessed valuation of the non-residential development, provided however, no development fee shall be required where the total equalized assessed value of the development is less than fifteen thousand ($15,000.00) dollars as established by the Tax Assessor. This mandatory fee shall be calculated as follows: 2.5% x total equalized assessed valuation.

SECTION 3. The Township authorizes and directs that all appropriate and necessary documents be executed by the Mayor, Township Clerk and Township Administrator, in order to implement the intent of this Ordinance.

SECTION 4. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

SECTION 5. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This Ordinance shall take effect upon publication in an official newspaper of the Township, as required by and in conformance with law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was introduced and passed on the first reading by the Township Committee of Barnegat, County of Ocean, State of New Jersey on **April 4, 2017 at 6:30 p.m.**, or as soon thereafter as the matter may be reached and considered, at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. The Ordinance will be considered for second and final reading at a meeting of the Township Committee on **May 2, 2017**, **at 6:30 p.m.**, or as soon thereafter as the matter may be reached and considered, at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. At that time the public is invited to ask questions, raise objections or provide public comment with regard to the proposed adoption of this Ordinance.

Michele Rivers, RMC
Township Clerk

CERTIFICATION

Ordinance 2017-15

I, Michele A. Rivers, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify by my hand and seal that the foregoing ordinance was introduced and passed on first reading at a meeting held on the 4th day of April, 2017, and finally adopted by the Township Committee of said Township after public hearing at their regular meeting held on the 2nd day of May, 2017 at the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.

Michele A. Rivers, RMC
Municipal Clerk

ORDINANCE 2017 - 17

ORDINANCE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING ARTICLE XXII ENTITLED "AFFORDABLE HOUSING REQUIREMENTS"

NOW, THEREFORE, BE IT ORDAINED BY the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") that Article XXII of the Township Code entitled "Affordable Housing Requirements" is hereby amended and supplemented as follows:

SECTION 1. Section 55-351, entitled "Regulations for Development Fee and Housing Trust Fund" is hereby amended to delete Paragraph B., Mandatory Development Fees, subsection B. (1) and replace that section with the following:

§55-351 Regulations for Development Fee and Housing Trust Fund.

A. *Purpose*. The purpose of the mandatory development fee is to provide funding for the Township's Housing Element and Fair Share Plan approved by the Township Committee of the Township of Barnegat.

B. *Mandatory Development Fees*.

(1) Residential Development Fees - Amount: All developers of residential major subdivisions or residential site plans shall pay a mandatory development fee equal to 1.5% of the equalized assessed valuation for each residential unit constructed. This mandatory fee shall be calculated as follows: 1.5% x equalized assessed valuation x number of units.

DASTI, MURPHY McGUCKIN, ULAKY, KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

SECTION 2. The Township Committee authorizes the Mayor, Township Clerk and Township Administrator to execute any and all necessary documents in order to implement the intent of this Ordinance.

SECTION 3. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

SECTION 4. Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This Ordinance shall take effect upon publication in an official newspaper of the Township, as required by and in conformance with law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was introduced and passed on the first reading by the Township Committee of Barnegat, County of Ocean, State of New Jersey on **May 2, 2017 at 6:30 p.m.**, or as soon thereafter as the matter may be reached and considered, at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. The Ordinance will be considered for second and final reading at a meeting of the Township Committee on **June 13, 2017**, **at 6:30 p.m.**, or as soon thereafter as the matter may be reached and considered, at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. At that time the public is invited to ask questions, raise objections or provide public comment with regard to the proposed adoption of this Ordinance.

_____

MICHELE RIVERS, RMC, Township Clerk

DASTI, MURPHY McGUCKIN, ULAKY, KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

CERTIFICATION

Ordinance 2017-17

I, Michele A. Rivers, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify by my hand and seal that the foregoing ordinance was introduced and passed on first reading at a meeting held on the 2nd day of May, 2017, and finally adopted by the Township Committee after public hearing at their regular meeting held on the 11th day of June, 2017 at the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.

_____

Michele A. Rivers, RMC
Municipal Clerk

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY, KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

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DASTI, MURPHY McGUCKIN, ULAKY, KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

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APPENDIX G

ORDINANCE 2018 - 18

ORDINANCE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING AND APPROVING THE AMENDMENT TO THE SHORELINE SAND AND GRAVEL AND COMPASS POINT REDEVELOPMENT PLAN FOR PROPERTY KNOWN AS BLOCK 92, LOTS 15, 16, 18, 18.01, 20, 21, 23, 23.03 AND 23.04 WHICH COMPRISE THE SHORELINE SAND AND GRAVEL TRACT; AND BLOCK 92.103, LOTS 1 THROUGH 4; BLOCK 92.104, LOTS 1 THROUGH 16; BLOCK 92.105, LOTS 1 THROUGH 23; BLOCK 92.106, LOTS 1 THROUGH 24; BLOCK 92.107 LOTS 7 AND 8; BLOCK 92.108, LOTS 15 THROUGH 24; BLOCK 92.109, LOTS 14 AND 15; BLOCK 92.113, LOTS 42 THROUGH 45 WHICH COMPRISE THE COMPASS POINT TRACT, BARNEGAT TOWNSHIP, NEW JERSEY.

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") previously adopted Resolution 2010-285 which authorized the Township Planning Board to conduct an investigation to determine whether property known and designated as Block 92, Lots 15, 16, 18, 18.01, 20, 21, 23, 23.03 AND 23.04 which comprise the Shoreline Sand and Gravel Tract; and Block 92.103, Lots 1 through 4; Block 92.104, Lots 1 through 16; Block 92.105, Lots 1 through 23; Block 92.106, Lots 1 through 24; Block 92.107 Lots 7 and 8; Block 92.108, Lots 15 through 24; Block 92.109, Lots 14 and 15; Block 92.113, Lots 42 through 45, which comprise the Compass Point Tract, Barnegat Township, New Jersey (hereinafter referred to as the "property") as an area in need of redevelopment; and

WHEREAS, pursuant to the report dated March 3, 2010 it was concluded that the property met several statutory criteria for designation as an area in need of redevelopment; and

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McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

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WHEREAS, on April 10, 2012, the Township Planning Board voted to recommend to the Township that the properties identified herein above be determined to be in a redevelopment area; and

WHEREAS, on April 7, 2014 the Township adopted Resolution 2014-229 which authorized a redevelopment study; and

WHEREAS, as a result of litigation recently concluded with the Fair Share Housing Council (hereinafter referred to as "Fair Share") and numerous developers, a Consent Order was entered into thereby addressing and resolving the Township's Affordable Housing obligations as it pertains to the subject property; and

WHEREAS, as a result thereof the Planning Board prepared an Amendment to the aforementioned Plan, which Amended Plan is on file at the office of the Township Clerk and can be reviewed by the public during normal business hours; and

WHEREAS, the Township believes that it is appropriate and necessary to adopt this Ordinance thereby amending the Shoreline Sand and Gravel and Compass Point Redevelopment Plan.

NOW THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

SECTION 1. The Township adopts the Amended Shoreline Sand and Gravel and Compass Point Redevelopment Plan dated April, 2018, a true copy of which is on file at the office of the Township Clerk and can be reviewed during normal business hours.

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SECTION 2. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

SECTION 3. The Township Committee authorizes the Mayor, Township Clerk and Township Administrator to execute any and all necessary documents in order to implement the intent of this Ordinance.

SECTION 4. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

SECTION 5. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This Ordinance shall take effect upon publication in an official newspaper of the Township, as required by and in conformance with law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was introduced and passed on the first reading by the Township Committee of Barnegat, County of Ocean, State of New Jersey on **May 1, 2018 at 10:00 a.m.**, or as soon thereafter as the matter may be reached and considered, at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. The Ordinance will be considered for second and final reading at a meeting of the Township Committee on **May 24, 2018, at 9:00 a.m.**, or as soon thereafter as the matter may be reached and considered, at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. At that time the public is

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invited to ask questions, raise objections or provide public comment with regard to the proposed adoption of this Ordinance.

Michele Rivers RMC

MICHELE RIVERS, RMC, Township Clerk

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY, KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

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CERTIFICATION

I, Michele Rivers, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify by my hand and seal that the foregoing Ordinance was finally adopted after Public Hearing at a regular meeting held on the 24th day of May, 2018 in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ.

Michele Rivers, RMC
Municipal Clerk

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

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APPENDIX H

ORDINANCE 2018 -19

ORDINANCE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY APPROVING THE SWEET JENNY'S REDEVELOPMENT PLAN FOR PROPERTY KNOWN AND DESIGNATED AS BLOCK 195, LOTS 5 & 6.01, BARNEGAT TOWNSHIP, NEW JERSEY

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has authorized the preparation of a Redevelopment Plan for the "Sweet Jenny Property", which property is located at Block 195, Lots 5 and 6.01, Barnegat Township, New Jersey (hereinafter referred to as the "property"); and

WHEREAS, a true copy of the Plan dated April, 2018, is on file at the office of the Township Clerk and can be reviewed by the public during normal business hours; and

WHEREAS, the Plan finds that the property is in need of rehabilitation, and has set forth a Rehabilitation Plan which will in part assist the Township in meeting its affordable housing requirements.

NOW THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

SECTION 1. The Township adopts the Sweet Jenny Property Redevelopment Plan dated April, 2018, a true copy of which is on file at the office of the Township Clerk and can be reviewed during normal business hours.

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

SECTION 2. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

SECTION 3. The Township Committee authorizes the Mayor, Township Clerk and Township Administrator to execute any and all necessary documents in order to implement the intent of this Ordinance.

SECTION 4. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

SECTION 5. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This Ordinance shall take effect upon publication in an official newspaper of the Township, as required by and in conformance with law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was introduced and passed on the first reading by the Township Committee of Barnegat, County of Ocean, State of New Jersey on **May 1, 2018 at 10:00 a.m.**, or as soon thereafter as the matter may be reached and considered, at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. The Ordinance will be considered for second and final reading at a meeting of the Township Committee on **May 24, 2018, at 9:00 a.m.**, or as soon thereafter as the matter may be reached and considered, at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. At that time the public is

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invited to ask questions, raise objections or provide public comment with regard to the proposed adoption of this Ordinance.

Michele Rivers RMC

MICHELE RIVERS, RMC, Township Clerk

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY, KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

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CERTIFICATION

I, Michele Rivers, Municipal Clerk of the Township of Barnegat, County of Ocean State of New Jersey do hereby certify by my hand and seal that the foregoing Ordinance was finally adopted after Public Hearing at a regular meeting held on the 24th day of May, 2018 in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ.

Michele Rivers, RMC
Municipal Clerk

DASTI, MURPHY McGUCKIN, ULAKY, KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

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APPENDIX I

ORDINANCE 2018 - 17

ORDINANCE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 55-7 TO ADOPT THE REVISED ZONING MAP FOR THE TOWNSHIP OF BARNEGAT

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has received an Amended Zoning Map prepared by CME Associates, the Township Consulting Engineer (hereinafter referred to as the "Map"); and

WHEREAS, as a result of Zoning Ordinance Amendments in conjunction with the need by the Township to comply with its statutorily imposed affordable housing requirements, the Township needs to adopt certain amendments to the Zoning Ordinances; and

WHEREAS, as a result of the adoption of the aforementioned amendments to the Zoning Ordinances, the Zoning Map of the Township needs to be modified accordingly.

NOW THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

SECTION 1. The Zoning Map prepared by CME Associates, with an effective date of May 24, 2018 is hereby adopted as the official Zoning Map of the Township.

SECTION 2. Chapter 55-7 of the Township Code is hereby amended accordingly.

SECTION 3. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

SECTION 4. The Township Committee authorizes the Mayor, Township Clerk and Township Administrator to execute any and all necessary documents in order to implement the intent of this Ordinance.

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

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SECTION 5. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

SECTION 6. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This Ordinance shall take effect upon publication in an official newspaper of the Township, as required by and in conformance with law.

NOTICE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was introduced and passed on the first reading by the Township Committee of Barnegat, County of Ocean, State of New Jersey on **May 1, 2018 at 10:00 a.m.**, or as soon thereafter as the matter may be reached and considered, at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. The Ordinance will be considered for second and final reading at a meeting of the Township Committee on **May 24, 2018, at 9:00 a.m.**, or as soon thereafter as the matter may be reached and considered, at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. At that time the public is invited to ask questions, raise objections or provide public comment with regard to the proposed adoption of this Ordinance.

Michele Rivers RMC

MICHELE RIVERS, RMC, Township Clerk

DASTI, MURPHY McGUCKIN, ULAKY, KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
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APPENDIX J

ORDINANCE 2018 - 16

AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING ARTICLE II "ZONING DISTRICT REGULATIONS" TO REQUIRE THAT ACCESSORY APARTMENTS IN THE TC-CV AND TC-CPHD ZONING DISTRICTS BE AFFORDABLE TO VERY LOW, LOW AND MODERATE-INCOME HOUSEHOLDS

WHEREAS, the April 2018 Housing Element and Fair Share Plan of the Township of Barnegat recommended that an accessory apartment pilot program be implemented in the TC-CV and TC-CPHD Zones; and

WHEREAS, the Township desires to mend the zoning regulations to clarify that accessory apartments in the TC-CV and TC-CPHD Zoning Districts are required to be affordable units.

BE IT ORDAINED BY the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") that Article XXII of the Township Code is hereby amended and supplemented to read as follows:

SECTION 1.

Section 55-34.7 TC-CPHD Uses: Permitted, Conditional, Temporary, Accessory and Prohibited.

B. *Accessory and Temporary Uses.* As noted in Table 1, in accordance with the provisions of this chapter and as noted herein.

(1) Accessory apartments are permitted on floors above commercial uses. The total square footage of accessory apartment units shall not exceed the total square footage of nonresidential space within a mixed-use building. ***Units shall be deed restricted for very low-, low- and moderate-income households in accordance with affordability requirements for accessory apartments.***

SECTION 2.

Section 55-34.9 TC-CV Uses: Permitted, Conditional, Temporary, Accessory and Prohibited.

B. *Accessory and Temporary Uses.* As noted in Table 1, in accordance with the provisions of this chapter and as noted herein.

(1) Accessory apartments are permitted on floors above commercial uses. The total square footage of accessory apartment units shall not exceed the total square footage of nonresidential space within a mixed-use building. ***Units shall be deed restricted for very low-, low- and moderate-income households in accordance with affordability requirements for accessory apartments.***

BE IT FURTHER ORDAINED, that should any section, paragraph, sentence or clause of this Ordinance be declared unconstitutional or invalid for any reason by a court or competent jurisdiction, the remaining portions of this Ordinance shall not be affected thereby and shall

BE IT FURTHER ORDAINED, that any and all parts of ordinances which are inconsistent with any of the terms or provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED, that these amendments shall take effect after publication and passage according to law.

NOTICE

ORDINANCE 2018 - 16

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was introduced and passed on first reading by the Township Committee of Barnegat Township, County of Ocean, State of New Jersey on **My 1, 2018, at 10:00 a.m.;** at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. The Ordinance will be considered for second and final reading at a meeting of the Township Committee on **May 24, 2018 at 9:00 a.m.**, or as soon thereafter as the matter may be reached and considered, at the Barnegat Township Municipal Building located at 900 West Bay Avenue, Barnegat, New Jersey. At that time the public is invited to ask questions, raise objections or provide public comment with regard to the proposed adoption of this Ordinance.

MICHELE RIVERS, RMC
TOWNSHIP CLERK

APPENDIX K

In the Matter of the Application of the Township of Barnegat for a Final Judgement of Compliance and Repose of its Obligations Under the Fair Housing Act and Approval of its Spending Plan
Docket No. OCN-L-1856-15
FIRST AMENDMENT
to
SETTLEMENT AGREEMENT

This First Amendment to the Settlement Agreement (the "Agreement"), is entered into this _____ day of May, 2018 by and among the Township of Barnegat, Ocean County, Declaratory Plaintiff in the above-captioned matter, which has an address of 900 West Bay Avenue, Barnegat, New Jersey 08005 (hereafter "the Township"); and Fair Share Housing Center, a nonprofit organization, with an address of 510 Park Boulevard, Cherry Hill, New Jersey 08002 ("FSHC") (collectively referred to as "the Defendants") (Plaintiff, collectively referred to as the "Parties").

WHEREAS, on April 20, 2017, the Township of Barnegat entered a Settlement Agreement with Fair Share Housing Center; and

WHEREAS, on December 5, 2017, the Honorable Mark A. Troncone J.S.C., issued an Order granting approval of the Supplemental Settlement Agreement and approving the Redevelopment Plan Term Sheet agreed to by the Township, Fair Share Housing Center, 111 West Bay and Nautilus, LLC and Barnegat Hills Associates, LP, and issued an Amendment to said Consent Order on February 2, 2018, which was attached to and made a part of the executed Settlement Agreement; and

WHEREAS, the Township has since that time amended its Housing Element and Fair Share Plan to include additional sites to meet its fair share obligations and to remove a site that no longer presents a realistic opportunity for affordable housing;

WHEREAS, the amendments do not involve any changes to the Township's affordable housing obligations as previously approved by the Court regarding the Township's Rehabilitation Share of 86 housing units, its Prior Round Obligation of 329 housing units, and its Third Round Obligation of 367 units, respectively, all as previously determined by Judge Troncone to be fair to the interests of the region's low and moderate income households; and

WHEREAS, as a result of the changes made to the Housing Element and Fair Share Plan as described above, it is necessary to amend the Settlement Agreement to replace the Housing Element and Fair Share Plan that was previously attached to and made a part of the Agreement, with the amended Housing Element and Fair Share Plan; and

WHEREAS, the parties also wish to establish a process for updating the income limits for qualifying low- and moderate-income households for affordable housing in the Township.

NOW THEREFORE, BARNEGAT AND FSHC AGREE AS FOLLOWS:

1. The amended Housing Element and Fair Share Plan attached hereto shall replace in its entirety, the Housing Element and Fair Share Plan previously attached to the approved Settlement Agreement as Exhibit A.
2. The amended Housing Element and Fair Share Plan modifies the overall affordable units/credits for Barnegat Township and adds special needs housing projects for Bonus credit that were excluded from the original plan.
3. The Amended Housing Element and Fair Share Plan modifies the Spending Plan to reflect the most current status of reimbursements and expenditures in the trust fund.
4. Appendices of the amended Housing Element and Fair Share Plan Contains revised Ordinances for to reflect minor adjustment requested by the Special Master.
5. All other provisions set forth in the April 20, 2017 Settlement Agreement, which was approved by the Court on December 5, 2017, and amended on February 2, 2018, remain unchanged.

IN WITNESS WHEREOF, the Plaintiff and Intervenors/Defendants hereto have caused this Agreement to be properly executed and attested to this _____ day of May, 2018.

ATTEST:

_____

Dated:_____

Plaintiff Township of Barnegat

By:_____
Frank Caputo

Dated:_____

Fair Share Housing Center, Inc.

_____

By:_____
Adam Gordon, Esq.

Dated:_____

Dated:_____

APPENDIX L

RESOLUTION NO. 2018 - 174

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY OF INTENT TO APPROPRIATE FUNDS OR BONDS IN THE EVENT OF A FUNDING SHORTFALL

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has petitioned the Superior Court of New Jersey, Law Division, Ocean County, Docket No. OCN-L-1856-15, before The Honorable Mark A. Troncone, J.S.C., for substantive certification of its adopted Housing Element and Fair Share Plan; and

WHEREAS, the plan submitted to The Honorable Mark A. Troncone, J.S.C. allocates funds for the rehabilitation of housing, an accessory apartments program, affordability assistance, and affordable housing administration; and

WHEREAS, the Township anticipates that the funding will come from the following sources to satisfy this obligation:

1.) Developer contributions paid into the Township Affordable Housing Trust Fund; and

WHEREAS, in the event that the above funding sources prove inadequate to complete the affordable housing programs included in the Township's Court-certified Housing Element and Fair Share Plan, the Township shall provide sufficient funding to address any shortfalls.

NOW, THEREFORE, BE IT RESOLVED this 1st day of May, 2018 by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Township does hereby agree to appropriate funds or authorize the issuance of debt to fund any shortfall in its affordable housing program that may arise whether due to inadequate funding from other sources or for any other reason; and

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

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BE IT FURTHER RESOLVED that upon written Order from The Honorable Mark A. Troncone, J.S.C., Superior Court of New Jersey, Law Division, Ocean County, or his successor or assigns, after a finding that inadequate funding exists to complete the affordable housing programs included in the Township's Court-certified Housing Element and Fair Share Plan, the Township agrees to appropriate funds or authorize the issuance of debt within ninety (90) days of written Order from The Honorable Mark A. Troncone, J.S.C., Superior Court of New Jersey, Law Division, Ocean County, or his successor or assigns; and

BE IT FURTHER RESOLVED that the Township may repay debt through future collections of development fees, as such funds become available.

BE IT FURTHER RESOLVED that the Mayor, Township Administrator, and Township Clerk are authorized and designated to execute any and all necessary documents in order to implement the intent of this Resolution.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Township Clerk to the following:

(a) Honorable Frank Caputo, Barnegat Township Mayor;
(b) Martin Lisella, Township Administrator;
(c) John Hess, P.E., P.P.; and
(d) Jerry J. Dasti, Esquire.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on May 1, 2018, a quorum being present and voting in the majority.

Michele Rivers RMC

MICHELE RIVERS, RMC, Township Clerk

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY, KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

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McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

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APPENDIX M

RESOLUTION 2018 - 179

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY CONFIRMING THE TOWNSHIP'S PARTICIPATION IN THE OCEAN COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO FUND HOUSING REHABILITATION PROGRAMS FOR LOW AND MODERATE INCOME PEOPLE

WHEREAS, the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has adopted a Resolution endorsing the Township's Housing Element and Fair Share Plan (hereinafter referred to as the "Plan"), which Plan was previously approved by the Township Planning Board; and

WHEREAS, the aforementioned Plan provides, in part, the mechanism for the Township to meet its statutory obligations for needed rehabilitation of housing which meets the appropriate statutory criteria, within the Township; and

WHEREAS, the Township believes it appropriate and in the long term best interests of the Township and its taxpayers to participate in the County's Community Development Block Grant funding its Housing Rehabilitation Program for low and moderate income people.

NOW, THEREFORE, BE IT RESOLVED this 1st day of May, 2018 by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1.) The Township confirms its intent to participate in the Ocean County Community Development Block Grant in order to fund its Housing Rehabilitation Program for low and moderate income people.

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

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2.) The Township will utilize available trust funds to establish its own Rehabilitation Program which will address both rental and "For Sale" rehabilitations.

3.) The Rehabilitation Program details are set forth in the Housing Plan Element and Fair Share Plan, a true copy of which is on file at the office of the Township Clerk and can be reviewed during normal business hours.

BE IT FURTHER RESOLVED that the Mayor, Township Administrator, and Township Clerk are authorized and designated to execute any and all necessary documents in order to implement the intent of this Resolution.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Township Clerk to the following:

(a) Honorable Frank Caputo, Barnegat Township Mayor;
(b) Martin Lisella, Township Administrator;
(c) Stacey Cole, Planning/Zoning Board Secretary;
(d) Maryann Bucci-Carter, P.P.; and
(e) Jerry J. Dasti, Esquire.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Township of Barnegat at a meeting held on May 1, 2018, a quorum being present and voting in the majority.

Michele Rivers, RMC

MICHELE RIVERS, RMC, Township Clerk

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
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FORKED RIVER, N.J. 08731

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY, KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

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APPENDIX N

RESOLUTION 2018 - 22

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING VARIOUS COORDINATORS

BE IT RESOLVED by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the following individuals are hereby appointed for a one-year term with compensation specified as follows:

Transportation Coordinator, Donna Manno, Stipend $6,084.95 Annually

Geographic Information Systems Coordinator (GIS), Gail Zalfa, Stipend $6,500.00 Annually

Safety Coordinator, Roger Budd, Stipend $6,500.00 Annually

Stormwater Management Coordinator, Roger Budd, Stipend $6,500.00 Annually

Tax Search Officer, Crystal Brinson, Stipend $6,500.00 Annually

Municipal Court Security/On-Call, Michele Smallze, Stipend $6,500.00 Annually

Noise Abatement Officer, John Durasky, Stipend $3,849.71 Annually

Clean Communities Coordinator, John Durasky, $2,548.75 Annually

Safety Secretary, Linda Bernal, Stipend $1,789.71 Annually

Affordable Housing Liaison, Stacey Cole, Stipend $6,500.00 Annually

Health Benefits/ACA Coordinator, Teri Kirchner, $8,039.00 Annually

DMK Coordinator/Construction Code Office, Margaret Vitale, Stipend $5,968.58 Annually

Assistant to the Township Administrator, Michele Rivers, Stipend $8,421.92 Annually

Registrar of Vital Statistics, Donna Manno, Stipend $6,084.95 Annually

Deputy Registrar, Michele Rivers, Stipend $3,652.14 Annually

Alternate Deputy Registrar, Andrea Christensen, Stipend $1,200.00 Annually

Recycling Coordinator, Michael Ball, Stipend $6,500.00 Annually
(Superintendent of Public Works)

Pesticide/Herbicide Coordinator, Michael Ball, Stipend $6,500.00 Annually
(Superintendent of Public Works)

Floodplain Manager, Louis (Rico) Fisher, Stipend $6,500.00 Annually
(Construction Code Official)

ADA Project Coordinator, Roger Budd, Stipend $6,500.00 Annually
(W/S Utilities Manager)

Dockmaster, Michael Ball, $5,000.00 Annually

CERTIFICATION

I, Michele Rivers, RMC, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their Reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January 2018

_____
Michele Rivers, RMC
Municipal Clerk

APPENDIX O

RESOLUTION NUMBER 2018 - 21

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING VARIOUS TOWNSHIP PROFESSIONALS THROUGH A FAIR AND OPEN PROCESS FOR THE CALENDAR YEAR 2018

WHEREAS, Public Law 2004, Chapter 19 was signed by the Governor and takes effect on January 1, 2006, and

WHEREAS, Township Ordinance 2005-03, Ordinance 2005-04, and Ordinance 2005-05 were adopted by the Barnegat Township Committee on February 22, 2005, sets forth the requirements and procedures for the receipt of proposals for Professional Service Contracts, and

WHEREAS, proposals for Professional Service Contracts were received and reviewed by the Township Committee in an open and fair process in accordance with Township Ordinance 2005-03, Ordinance 2005-04 and Ordinance 2005-05 and public law, and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A-11.1, ET SEQ) requires notice of a resolution authorizing the award of contracts for "PROFESSIONAL SERVICES" without competitive bids be publicly advertised, and

WHEREAS, since the maximum amount of this contract is undetermined, the Township Chief Financial Officer has certified that funds are available for this purpose in an appropriation in the 2018 Temporary Budget,

WHEREAS, the Township has determined there exist a need for the following Professional Services for the year 2018, now

THEREFORE BE IT RESOLVED by the Mayor and the Township Committee of the Township of Barnegat, County of Ocean, state of New Jersey, of the following:

1. The Township Committee hereby authorizes and directs the execution of contracts of agreement with the following for their professional services:

Township Attorney –
Sean Kean and the Firm of Cleary Giacobbe, Alfieri & Jacobs, LLC, 955 State Route 34, Suite 200, PO Box 533, Matawan NJ 07747

Water/Sewer Utility Attorney –
Jerry Dasti & the firm of Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors, 620 West Lacey Road, Forked River, NJ 08731

Conflict Township & Water/Sewer Utility Attorney –
Sean Kean and the Firm of Cleary Giacobbe, Alfieri & Jacobs, LLC, 955 State Route 34, Suite 200, PO Box 533, Matawan NJ 07747; and
Susan McCabe Law Offices, 24 Carriage Way, Barnegat, NJ 08005

Labor Counsel & Human Resources Director –
Susan McCabe Law Offices, 24 Carriage Way, Barnegat, NJ 08005

Township & Water/Sewer Utility Engineer –
John Hess and the firm of CME Associates, 849 W. Bay Avenue, Suite 7, Barnegat, NJ 08005

Conflict Township & Water/Sewer Engineer –
Remington & Vernick Engineers, and Affiliates, 9 Allen Street, Toms River, NJ 08753

Township Planner –
John Hess and the firm of CME Associates, 849 W. Bay Avenue, Suite 7, Barnegat, NJ 08005

Legal Counsel for Affordable Housing –
Sean Kean and the Firm of Cleary Giacobbe, Alfieri & Jacobs, LLC, 955 State Route 34, Suite 200, PO Box 533, Matawan NJ 07747; and
Susan McCabe Law Offices, 24 Carriage Way, Barnegat, NJ 08005

Affordable Housing Administrative Agent –
Peter Van Den Kooy and the firm of CME Associates, 1460 Route 9 South, Howell, NJ 07731

Auditor for Township & Water/Sewer Utility –
Rodney Haines and the firm of Holman Frenia Allison P.C., 680 Hooper Avenue, Bldg. B Suite 201, Toms River, NJ 08753

Bond Counsel –
Gluck, Walrath, LLC, 428 River View Plaza, Trenton, NJ 08611

Financial Advisor –
Phoenix Advisors, 4 West Park Street, Bordentown, NJ 08505

Township Appraiser –
Henry J Mancini and Associates, Inc., 691 Mill Creek Rd, Unit 11, Manahawkin, NJ 08050

Municipal Prosecutor –
Martin J. Buckley, Esq., Timothy J. McNichols, Christopher J. Dasti of the firm of Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors, 620 W Lacey Rd, Forked River, NJ 08731

Alternate Municipal Prosecutor –
Bonnie R. Peterson, 1201 S.W. Central Avenue, P.O. Box J, Seaside Park, NJ 08752

Public Defender –
Brian J. DiStefano, Esq., 1 Pelican Drive, 2nd Floor Suite 6, Bayville NJ 08721

Alternate Public Defender –
Matthew Sage, LLC, 98 East Water Street, Toms River, NJ 08753

Township Physician –
Dr. John Kulin, D.O. and Urgent Care Now, 712 East Bay Avenue, Suite 22B, Manahawkin, New Jersey 08050

2. Appointments shall begin on January 1, 2018 and end on December 31, 2018. Said appointments shall be paid on a fee basis.

3. The appointment is made without competitive bidding for "Professional Services" to be performed by a person authorized by law to practice a recognized profession.

4. A notice of this appointment shall be advertised in a newspaper of general circulation within the boundaries of the Township of Barnegat not more than ten (10) days after passage of this resolution.

5. That the Mayor is authorized to execute and the Clerk to attest to the "Professional Service" contracts with the entities listed above in item number 1 of this resolution.

CERTIFICATION

I, Michele Rivers, Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their reorganization meeting held in the Municipal Complex, 900 West Bay Avenue, Barnegat, NJ on the 1st day of January, 2018

_____
Michele Rivers, RMC
Municipal Clerk

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 8th day of January, 2018 by and between the Township of Barnegat, 900 West Bay Avenue, Barnegat, New Jersey 08005, hereinafter referred to as "**Township**" and CME Associates, 849 West Bay Avenue, Suite 7, Barnegat, New Jersey 08005, hereinafter referred to as **"Administrative Agent for Affordable Housing".**

WHEREAS, the Township of Barnegat desires to employ an **Administrative Agent for Affordable Housing** for a term beginning January 1, 2018 through December 31, 2018, to provide such professional services as required; and

WHEREAS, the Administrative Agent for Affordable Housing has submitted a proposal for the work aforesaid; the terms and conditions of said proposal, including fees, are satisfactory to the Township and are set forth herein.

NOW, THEREFORE, WITNESSETH THIS AGREEMENT: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

I. EXTENT OF SERVICES

The services to be provided by the Administrative Agent for Affordable Housing encompass those normally provided by an Administrative Agent for Affordable Housing and specifically include those services required of an Administrative Agent for Affordable Housing by Statute and Ordinance, as well as any other unspecified services required by the Administrative Agent for Affordable Housing throughout the term of the Administrative Agent's appointment.

II. STATUS OF ADMINISTRATIVE AGENT FOR AFFORDABLE HOUSING, HIS ASSOCIATED FIRM AND EMPLOYEES

The Township, subject to appropriation of funds, authorizes the Administrative Agent for Affordable Housing to secure any and all professional, technical and non-technical staff, which may from time to time be necessary in the performance of the services required, subject to the approval of the Township. It is agreed and understood that services will be provided and certain functions will be performed on behalf of the Township, pursuant to the terms of this Proposal, by employees of the Administrative Agent's associated firm, CME Associates.

III. PLANNING SERVICES TO BE PROVIDED

1. Related to duties and responsibilities imposed on an Administrative Agent for Affordable Housing by Government Statute, Law, Regulations or Ordinance:

   a. Direct Personal Service and Advice

   Professional services of the Administrative Agent for Affordable Housing, or, in the Administrative Agent's absence, the services of a qualified, licensed associate, rendered on a part-time basis, to attend meetings of the Township, and to provide general advice. Such direct service will not include preparation of any drawings or detailed reports, or the services of any office staff in addition to the Administrative Agent for Affordable Housing, or any service specifically scheduled hereinafter in this Agreement.

b. Review of Subdivision and Site Plan Proposals

When directed, the Administrative Agent for Affordable Housing shall provide services necessary to review and make recommendations concerning various subdivisions and site plan proposals regarding this conformance to applicable Municipal Ordinances and/or to the general requirements of design practice.

c. Review and Direction Concerning Permits and Certificates

When directed or required, the Administrative Agent for Affordable Housing shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the Administrative Agent for Affordable Housing shall provide technical advice to other Township employees, officials and agents concerning their review of such documents.

d. Judicial and Quasi-Judicial Proceedings

When directed by the Township or when subpoenaed in connection with Township business to attend and testify in judicial or quasi-judicial hearings, the Administrative Agent for Affordable Housing shall provide the services necessary to prepare for and shall submit testimony regarding any items in question.

2. Related to duties and responsibilities other than those included in Subpart 1 above:

a. Preparation of Reports and Studies

The Administrative Agent for Affordable Housing shall provide services necessary to prepare and provide detailed reports requested by the Township regarding feasibility investigations, economic comparisons, land use, and community development proposals, public works projects and functions, and financing schedules and preparation of reports and recommendations concerning other matters referred to the Administrative Agent for Affordable Housing by the Township.

b. Miscellaneous Services

The Administrative Agent for Affordable Housing shall provide professional Planning services not otherwise classified herein when such services are requested by the Township.

IV. ADMINISTRATIVE AGENT FOR AFFORDABLE HOUSING RESPONSIBILITIES

1. To provide, with the usual thoroughness and competence of the Planning profession, Planning services noted and set forth in Part III above. No other warranty or representation, either expressed or implied, is included or intended.

2. To stand ready to explain and defend, under the terms and for the compensation hereinafter mentioned, all work completed under the terms of this contract.

3. To provide, at the request of the Township, such supplementary proposals as may be requested.

4. To arrange for the Township to examine all payroll and cost records relating to the services provided.

5. To advise the Township of any apparent discrepancies in any plans or documents, or any observed errors in construction or of the Administrative Agent for Affordable Housing inability for any reason whatsoever to provide services requested.

6. To secure and maintain and to assure that his associated firm will secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the Township, the Administrative Agent for Affordable Housing and/or his/her associated firm and their employees and agents from claims for bodily injury, death or property damage which may arise from the performance of his/their services pursuant to this Proposal. The limits of said Liability Insurance shall not be less than $2,000,000, with $9,000,000 excess liability coverage. Automotive liability coverage shall not be less than $1,000,000 bodily injury and property damage combined. If requested, the Administrative Agent for Affordable Housing shall provide Certificates of Insurance to the Township. Such certificates shall provide that the Township shall receive (30) days written notice prior to any cancellation or alteration of the policy limits.

7. To provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Administrative Agent for Affordable Housing and/or CME Associates for claims which arise from the negligent performance of the Administrative Agent for Affordable Housing pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least $3,000,000.00 aggregate. Cost of coverage at a higher limit, if such is so requested by the Township, shall be paid by the Township.

V. TOWNSHIP'S RESPONSIBILITIES

1. To provide the Administrative Agent for Affordable Housing with full information as to the Township's requirements and with full access to the site of the work of any proposed project, including responsibility to provide such legal action as may be required to assure access of the Administrative Agent for Affordable Housing to the site of the work.

2. The Township Governing Body will, with respect to the work to be performed, have full authority to act in regard to directing and supervising the work of the Administrative Agent for Affordable Housing.

3. To provide the Administrative Agent for Affordable Housing with (48) hours notice when the Township will require the Administrative Agent for Affordable Housing to be present at any meeting or to specifically initiate any of the services outlined in this Proposal.

4. To request any supplementary proposals required.

5. To secure and provide for the Municipal Housing Administrative Agent's use, at the expense of the Township, such property, deed and tax map information as may be in the possession of the Municipality and to secure and provide for the Municipal Housing Administrative Agent's use such title information, concerning parcels of property to be acquired in connection with any project, as a search of the property, to be conducted by a person designated and paid by the Township. Should the Township require the Administrative Agent, or CME Associates to obtain such information on its own, it is understood that such services are not included as part of the compensation in this contract.

VI. PAYMENT FOR SERVICES

1. All services outlined in Part IV, will be compensated for the actual man-hours expended in accordance with the attached rate schedule. Outside contracted services, including suppliers or sub-consultants, previously approved by the Township, will be invoiced for the direct charges, plus an amount equal to 10%, or 1.10 times the cost of their direct charges. All payments must be made pursuant to the NJ Municipal Land Use Law 40:55D-53.2.

2. Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.

3. Direct charges include disbursements, which are actual expenses incurred by the Administrative Agent for Affordable Housing and/or CME Associates in connection with the project, and include, but are not limited to:

   a. Payment of permit fees, application fees, review fees and similar charges.

   b. Computer expenses including time and proprietary program charges.

   c Printing, reproduction, binding, collating and other graphic services.

   d. Messenger service, postage and handling of drawings and specifications, reports, contracts and other bulky items.

4. Prior to incurring such fees, approval by the Township is to be obtained.

VII. PERIOD OF SERVICE AND TERMINATION

1. If the Administrative Agent for Affordable Housing is absent due to vacation or illness, or becomes temporarily or permanently unable to fulfill the terms of this Agreement, the services provided for by this Agreement will become the responsibility of a qualified principal or associate of the Administrative Agent for Affordable Housing firm. It is understood and agreed by the parties hereto that in the event of the unexpected inability of the Administrative Agent for Affordable Housing to perform under the terms of this Agreement, that a qualified associate or principal of CME Associates may, without the specific agreement of the Township, proceed to fulfill the Administrative Agent for Affordable Housing responsibility under this Agreement for a period of (30) days during which period the Township may act to: a) continue such temporary arrangement in force, b) provide for the appointment of the appropriate principal or associate in the Administrative Agent's firm as the Administrative Agent for Affordable Housing of Record, or c) provide for the appointment of others.

2. Unless terminated by act of law or God, or as provided above, any agreement entered into pursuant to this Proposal shall remain in force and shall be binding upon the Administrative Agent for Affordable Housing, the Township and their heirs, successors and assigns until the Administrative Agent for Affordable Housing term of office expires.

3. Nothing herein shall be construed to prevent the Administrative Agent for Affordable Housing and Township from agreeing to amend or revise the provisions of this Agreement at any time during the Administrative Agent's term of office.

VIII. OWNERSHIP & REUSE OF DOCUMENTS

1. Ownership of Documents

All plans, specifications, reports and other documents by the Township and submitted to the Township shall remain the property of the Township for use by the Township in current or future programs. Unless the Township directs otherwise, the Administrative Agent for Affordable Housing shall provide one (1) reproducible record set of all project drawings and one (1) set of signed and sealed prints. All shall be billed as herein provided. At the completion of work or in the event of termination, all work sheets and internal office communications of the Municipal Housing Administrative Agent, including drawings, sketches, calculations, field notes and memoranda are and remain the property of the Municipal Housing Administrative Agent, as instruments of his service. The Township, at its expense, may obtain reproducible record prints of any sketches or drawings and copies of any and all documents. The Administrative Agent for Affordable Housing will provide the Township, or its representatives, access to his files during normal working hours for the purpose of determining the extent of necessary duplication.

2. Reuse of Documents

All documents, including drawings and specifications prepared by the Administrative Agent for Affordable Housing pursuant to this Agreement, are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by Township or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Administrative Agent for Affordable Housing for the specific purpose intended will be at Township's sole risk, with no liability or legal exposure to Municipal Housing Administrative Agent; and Township shall indemnify and hold harmless Administrative Agent for Affordable Housing from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom the unauthorized use of same. Any such verification or adaptation will entitle Administrative Agent for Affordable Housing to further compensation at rates to be agreed upon by Township and Administrative Agent for Affordable Housing.

IX. AFFIRMATIVE ACTION

The Administrative Agent for Affordable Housing will conform to the State of New Jersey Affirmative Action requirements, Items I through IV inclusive, which are marked as Exhibit A and are attached hereto and made a part hereof.

X. BILLING RATES

A copy of the Administrative Agent for Affordable Housing current billing rates for various employee titles and classifications, marked as Exhibit B, is attached hereto and made a part hereof.

XI. AUTHORIZATION OF CONTRACT

This Contract has been authorized by Resolution of the Township of Barnegat adopted at the meeting of the **Township Committee** held on the 1st day of January, 2018.

MUNICIPALITY:

ATTEST:

Township of Barnegat

Michele A. Rivers, RMC
Municipal Clerk

Frank Caputo
Mayor

AFFORDABLE HOUSING ADMINISTRATIVE AGENT:

WITNESS:

CME Associates

Gregory R. Valesi, PE, PP, CME
Partner

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A 10:5-31 et seq (P.L. 1975, C. 127)
N.J.A.C 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasurey/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this 8th day of February, 2018

Notary Public, State of New Jersey

LORI M. SCHINDER
NOTARY PUBLIC OF NEW JERSEY
COMM. # 2021003
MY COMMISSION EXPIRES 6/4/2022

Gregory R. Valesi, P.E., P.P., C.M.E.
Partner, CME Associates

Certification 1818

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2017 to 15-FEB-2020

CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL NJ 07731 1194

FORD M. SCUDDER
State Treasurer

MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2019

Senior Project Manager	$162.00 Per Hour
Project Manager	$161.00 Per Hour
Project Leader	$160.00 Per Hour
Professional Engineer	$159.00 Per Hour
Senior Project Engineer	$155.00 Per Hour
Project Engineer	$136.00 Per Hour
Senior Design Engineer	$125.00 Per Hour
Design Engineer	$118.00 Per Hour
Senior Engineering Technician	$111.00 Per Hour
Engineering Technician/Management Information Systems Technician	$105.00 Per Hour
Professional Land Surveyor	$157.00 Per Hour
Land Surveyor	$139.00 Per Hour
Robotic Total Station	$ 68.00 Per Hour
Party Chief	$118.00 Per Hour
Survey Technician	$ 92.00 Per Hour
Resident Engineer	$141.00 Per Hour
Chief Construction Engineer	$133.00 Per Hour
Senior Construction Engineer	$111.00 Per Hour
Construction Engineer	$106.00 Per Hour
Chief Construction Technician	$ 92.00 Per Hour
Senior Construction Technician	$ 81.00 Per Hour
Construction Technician	$ 76.00 Per Hour
Technical Assistant	$ 88.00 Per Hour
Senior CAD Technician	$116.00 Per Hour
Licensed Landscape Architect	$158.00 Per Hour
Senior Landscape Designer	$141.00 Per Hour
Certified Tree Expert	$126.00 Per Hour
Landscape Designer	$112.00 Per Hour
Director of Planning	$162.00 Per Hour
Professional Planner	$161.00 Per Hour
Project Planner	$134.00 Per Hour
Planning Technician	$114.00 Per Hour
Partner	$165.00 Per Hour
Principal	$164.00 Per Hour
Managing Partner/Administrative Partner	$173.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable

precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or $50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.

APPENDIX P

FILE COPY

RESOLUTION

BARNEGAT TOWNSHIP PLANNING BOARD

RESOLUTION P-2008-12
DOCKET NO. PB-03-19

RESOLUTION MEMORALIZING THE BARNEGAT TOWNSHIP PLANNING BOARD'S APPROVAL OF AN APPLICATION FOR AMENDED PRELIMINARY MAJOR SUBDIVISION APPROVAL FOR SECTIONS 6-8 TO CREATE NEW SECTION 10 BY PARAMOUNT HOMES AT FOREST HILLS, LLC, FOR A PROJECT KNOWN AS PARAMOUNT ESCAPES OCEAN BREEZE, ALSO KNOWN AS BLOCK 90 LOT 13.01, BLOCK 90.22, LOT 2, AND BLOCK 92, LOT 37, AS SHOWN ON THE BARNEGAT TOWNSHIP TAX MAP

WHEREAS, the applicant, Paramount Homes at Forest Hills, L.L.C., has made application to the Barnegat Township Planning Board for Amended Preliminary Major Subdivision approval for Sections 6-8 to create new Section 10 for a project known as Paramount Escapes Ocean Breeze, also known as Block 90, Lot 13.01, Block 90.22, Lot 2, and Block 92, Lot 37, as shown on the Barnegat Township Tax Map; and

WHEREAS, the applicant has satisfied the notice requirements of the New Jersey Municipal Land Use Law and has provided proof of same to the Barnegat Township Planning Board; and

WHEREAS, the Planning Board conducted public hearings on October 23, 2007 and January 31, 2008, with the public having an opportunity to be heard; and

WHEREAS, the Planning Board has reviewed the application and all documents, plans, and exhibits submitted in support thereof; and the Board has heard and considered the presentation of the applicant's attorney, and the testimony of the applicant's witnesses, and the Board has received the input and advice of its professional staff.

NOW, THEREFORE, the Board hereby makes the following findings of fact and conclusion of law with regard to the application:

A. The applicant is seeking Amended Preliminary Major subdivision approval for Sections 6-8 of the Paramount Escapes Ocean Breeze project, also known as Block 90, Lot 13.01, Block 90.22, Lot 2, and Block 92, Lot 37, as shown on the Barnegat Township Tax Map.

B. The property in question is part of the Paramount Escapes Ocean Breeze project which presently consists of eight (8) sections containing 681 PAC units. The property is situated in the Residential Low/Adult Community (RL/AC) Zone and is presently vacant and wooded. Section 1 contains 119 PAC units and is situated in Stafford Township. Sections 2-8 are situated in the Residential Low/Adult Community (RL/AC) Zone in Barnegat Township, contain 562 PAC units, and are presently vacant and wooded. On February 28, 2006, the Barnegat Township Planning Board adopted Resolution P-2006-6, granting Amended Preliminary Major Subdivision approval for 331 PAC units in Sections 2-5 and Final Major Subdivision approval for 185 PAC units in Sections 2 and 3. In addition, on September 26, 2006, the Planning Board adopted Resolution P-2006-40, granting Preliminary Major Subdivision approval for 231 PAC units in Sections 6-8.

C. The applicant has applied to the Planning Board for Amended Preliminary Major Subdivision approval of Sections 6-8 to create new Section 10, which will consist of 56 PAC townhouse (COAH) units, 14 PAC single-family (market) units, and 2 open space lots. As part of the original approval, Sections 6-8 included 231 PAC units. Based on the proposed changes, Sections 6-10 will now include 233 PAC units. As a result, the total number of units in the development will increase from 562 PAC units to 564 PAC units.

D. The plans show that the 29 COAH units originally located in Sections 6-8 will be relocated into new Section 10. Since the prior approvals provided 28 COAH units in Sections 2-5 and the applicant now proposes a total of 56 COAH units in new Section 10, a total of 84 COAH units are now proposed whereas only 57 COAH units are required. The applicant intends to relocate the COAH units from Sections 2-5 into new Section 10. The applicant must apply to

the Planning Board for Amended Preliminary Major Subdivision approval for Sections 2-5 and Amended Final Major Subdivision approval for Section 2 and 3. This will affect the overall lot yield in Sections 2-5. The applicant must demonstrate that a minimum of 10% of the PAC units will be set aside for low and moderate income families.

E. In support of the application, the applicant has submitted the following documents:

(1) A set of Amended Preliminary Major Subdivision plans (16 sheets) prepared by William A. Stevens, P.E., P.P., with professional Design Services, LLC, Toms River, New Jersey, and James McConnell, P.L.S., Property Design Surveying, LLC, Toms River, New Jersey, bearing a latest revision date of July 23, 2007. Sheet 7 is also signed by Bryce M. Bennett, C.L.A., Toms River, New Jersey.

(2) Copies of all other documents set forth in the August 24, 2007 review letter prepared by Planning Board Engineer, John J. Hess, P.E., P.P., C.M.E., pp 1-3 [Exhibit A].

F. The applicant was not granted any variances as part of the Preliminary Major Subdivision approval for Sections 6-8. The applicant has not requested any variances as part of this application for Amended Preliminary Major Subdivision approval for Sections 6-8.

G. The applicant was granted the following waivers as part of the Preliminary Major Subdivision approval for Sections 6-8:

(1) A waiver to permit slopes greater than 4:1 along Road A (Marshfield Hills Boulevard).

(2) A waiver to allow granite curb whereas concrete curb is required by Ordinance.

(3) A waiver to allow a 6" crown height on all roadways whereas 4" and 5" crown heights are required by Ordinance.

(4) A waiver to allow the clubhouse to be located in Section 1 in Stafford Township.

(5) A waiver to allow the clubhouse to be completed and in operation before a Certificate of Occupancy has been issued for the 250th dwelling unit, including the 118 dwelling units in Stafford Township, or within 2 years of the date of the issuance of the first building permit in Barnegat Township, whichever comes first.

(6) A waiver to permit a straight line distance between curves of approximately 1,120 feet along Club Premier Drive whereas a maximum straight line distance of 1,000 feet is permitted.

(7) A waiver to allow the buffer along the westerly side of the property to be located on the adjoining property to the west (which the applicant owns) rather than being included as part of the planned adult community.

H. The applicant has requested one waiver as part of this application for Amended Preliminary Major Subdivision approval for Sections 6-8: a waiver from submitting a Traffic Impact Analysis. This request is based on the fact that a Traffic Impact Analysis for the entire project was submitted as part of the application for Preliminary Major Subdivision approval for Sections 2-5.

I. The applicant was not granted any *de minimis* exceptions or waivers from the Residential Site Improvements Standards (RSIS) as part of the Preliminary Major Subdivision approval for Sections 6-8.

J. The applicant has not requested any *de minimis* exceptions or waivers from the Residential Site Improvements Standards (RSIS) as part of this application for Amended Preliminary Major Subdivision approval for Sections 6-8.

K. At the public hearings held on October 23, 2007 and January 31, 2008, the applicant was represented by Michael J. Gross, Esq., of the law firm of Giordano, Halleran & Ciesla, Middletown, New Jersey.

L. During the public hearings held on January 31, 2008, the following exhibits were introduced:

A-1 Overall Development Plan (Amended Plan) showing Section 10, dated February 16, 2007, with latest revision date of May 11, 2007. (Sheet 2 of 16.)

A-2 COAH Unit Display Map, dated August 24, 2007.

A-3 Community Investment Strategies CD.

A-4 Community Investment Strategies firm brochure.

M. During the public hearings held on October 23, 2007, the applicant presented the testimony of Graham MacFarlane, P.E., a licensed professional engineer with the firm of Property Development Services, Inc., Toms River, New Jersey, whose qualifications were accepted and who provided the following testimony:

1. General testimony about the project.

2. General testimony regarding the application.

3. Testimony regarding New Section 10, including the adjustments of the lot lines, which are being made to accommodate the affordable housing units and the fact that all of the affordable housing units are proposed to be located in Section 10.

4. The fact that the applicant is not proposing any changes to the proposed road layout.

5. The fact that the applicant is not proposing any changes to the drainage.

6. The fact that the applicant is proposing only minor changes to the proposed grading and landscaping.

7. Testimony regarding the Overall Development Plan [A-1].

8. The applicant's willingness to comply with the terms and provisions of the August 24, 2007 review letter by Planning Board Engineer John J. Hess, P.E., P.P., C.M.E. [Exhibit A.]

N. During the public hearings held on October 23, 2007 and January 31, 2008, the applicant presented the testimony of Christiana Foglio, President and CEO of Community Investment Strategies, Inc., an affordable housing developer with offices in Bordentown, New Jersey. Ms. Foglio provided testimony regarding the following matters:

1. General testimony about Community Investment Strategies, Inc. (CIS).

2. General testimony about why it is ordinarily desirable to disburse affordable housing units throughout the areas contained within a residential subdivision.

3. Testimony about why it is desirable in this case to cluster the affordable housing units into newly created Section 10, including:

   (a) The creation of a community atmosphere for the residents.

   (b) The fact that the average age for senior renters (76) is generally higher than the average age for seniors who own their own homes.

(c) To foster and encourage participation in recreational activities designed for seniors of similar ages and common interests.

(d) To avoid the tendency of senior citizens to live as "shut-ins" within the larger community when affordable housing units are disbursed.

(e) The fact that this type of arrangement is acceptable to and encouraged by COAH.

(f) The benefit to the Township in meeting its affordable housing obligations.

4. The desirability of providing rental units for senior citizens in Barnegat Township, including the promotion of financial independence through the reduction in housing costs.

5. The fact that Barnegat Township's ordinance (requiring affordable housing units to be dispersed throughout the community) was adopted at a time when affordable housing units were primarily intended to be privately owned and not rented.

6. The role proposed to be played by Community Investment Strategies, Inc. (CIS).

(a) CIS would be a partner and managing member of an LLC that would own the affordable housing units and CIS would manage all of the affordable housing units.

(b) CIS would provide a live in superintendent at the site.

(c) CIS would serve as the contact and managing agent for purposes of communicating and interacting with the municipality and the Homeowners Association.

(d) CIS would be responsible for trash removal and lawn maintenance for the affordable housing units.

O. During the public hearings held on October 23, 2007 and January 31, 2008, interested parties and members of the public were afforded the opportunity to make comments about the application and the opportunity to pose questions to the applicant and to the applicant's experts.

P. During the public hearings held on October 23, 2007 and January 31, 2008, the applicant, through its professionals, confirmed that the applicant would comply with all of the

provisions of the August 24, 2007 review letter prepared by Planning Board Engineer, John J. Hess, P.E.P.P., C.M.E. [Exhibit A].

Q. During the public hearing held on January 31, 2008, the applicant presented the testimony of Shirley Bishop, the former Executive Director of COAH, who testified in support of the application.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board that subject to the provisions of this Resolution, the application for Amended Preliminary Major Subdivision approval for Sections 6-8 (to create Section 10) for property known as Paramount Escapes Ocean Breeze, also known as Block 90, Lot 13.01, Block 90.22, Lot 2, and Block 92, Lot 37, as shown on the Barnegat Township Tax Map, is hereby granted.

BE IT FURTHER RESOLVED that the Board Secretary shall forward a copy of this Resolution to the Applicant, the Township Clerk, and the Building Department.

BE IT FURTHER RESOLVED that notification of this favorable approval be published in an official newspaper of the Board within ten (10) days of its passage.

BE IT FURTHER RESOLVED that the Applicant's request is approved, subject, however, to the following conditions:

1. The applicant shall comply with all representations made to the Board by the applicant or by the applicant's witnesses or professionals.

2. Unless specifically modified by this Resolution, the applicant shall comply with all of the provisions of the August 24, 2007 review letter by Planning Board Engineer, John J. Hess, P.E., P.P., C.M.E. [Exhibit A].

3. The applicant shall meet and confer with the Planning Board's Landscape Architect to discuss the manner in which the applicant will provide buffering in the area of the single family homes.

4. It is understood that the applicant will be required to file an application for Amended Preliminary Major Subdivision approval for Sections 2-5 and Amended Final Major Subdivision approval for Sections 2-3.

5. The applicant agreed to and shall provide deed restrictions for the affordable housing units for a period of forty-five (45) years. The applicant shall provide copies of the proposed deeds to the Township's Affordable Housing Counsel (or conflict counsel), the Planning Board Attorney, and the Planning Board Engineer for review and approval.

6. The affordable housing units shall be constructed in accordance with the original COAH schedule. Construction of the affordable housing units shall commence once 25% (plus one) of the units within the development have received certificates of occupancy and construction on the units shall thereafter proceed continuously and shall not lag behind the schedule set forth in the Ordinance and the original approval.

7. The applicant shall reimburse the Board for all professional fees extended or expended with regard to this application within 30 days of the date of this Resolution.

8. The applicant shall obtain all other necessary approvals required by any federal, state, county, or municipal agency having regulatory jurisdiction of this matter. Upon receipt of all such approvals, the applicant shall supply the Board with a copy of the permit, or, if applicable, other written indication of approval. If any other agency requires a change in the plans approved by the Board, the applicant must reapply to the Board for approval of that change.

9. The applicant shall resubmit this entire proposal for re-approval should there be any deviation from the terms and conditions of this Resolution or from the documents submitted as part of this application, all of which are made a part hereof and shall be binding on the applicant.

10. The applicant shall provide a statement from the Barnegat Township Tax Collector that all taxes are paid in full as of the date of this Resolution and as of the date of the fulfillment of any condition(s) of this Resolution.

11. The applicant shall comply with all other conditions imposed by the Board during the public hearings.

H. KENNETH MATTHEWS, CHAIRMAN
Barnegat Township Planning Board

CYNTHIA RAHN, SECRETARY
Barnegat Township Planning Board

CERTIFICATION

I certify that the foregoing application was duly approved by the Barnegat Township Planning Board at its regular meeting held on January 31, 2008, and that the approval was thereafter memorialized in this Resolution, by a vote of the Barnegat Township Planning Board at its regular meeting on February 26, 2008, a quorum being present and voting in the majority.

Cynthia Rahn

CYNTHIA RAHN, SECRETARY
Barnegat Township Planning Board

EXHIBIT A

BIRDSALL ENGINEERING, INC.
CONSULTING & ENVIRONMENTAL ENGINEERS

A BIRDSALL SERVICES GROUP COMPANY

Barnegat Township Planning Board
900 West Bay Avenue
Barnegat, NJ 08005

August 24, 2007
Job No. 2-06352-100270

Re: Docket No. PB 03-019
Second Letter
Amended Preliminary Major Subdivision
Paramount Escapes Ocean Breeze – Sections 6-8
Block 90, Lot 13.01
Block 90.22, Lot 2
Block 92, Lot 37
Applicant: Paramount Homes at Forest Hills, L.L.C.

Dear Planning Board Members:

The applicant has applied to the Planning Board to amend the Preliminary Major Subdivision approval for Sections 6-8 in order to create a new Section 10. On August 17, 2007, our office received for review the following information which was submitted by the applicant in support of this application for Amended Preliminary Major Subdivision approval:

- A set of Amended Preliminary Major Subdivision plans (16 sheets) prepared by William A. Stevens, P.E., P.P. with Professional Design Services, L.L.C. of Toms River, New Jersey and James McConnell, P.L.S. with Property Design Surveying, L.L.C. of Toms River, New Jersey and bearing a latest revision date of July 23, 2007. Sheet 7 has also been signed by Bryce M. Bennett, C.L.A. of Toms River, New Jersey.

- A copy of an unsigned and undated report entitled "Construction Road Recharge System Design".

- A copy of a Storm Sewer Tabulation prepared by Professional Design Services, L.L.C. dated August 14, 2007.

- A copy of a revised Completeness Check List for Preliminary Major Subdivision Application prepared by Ian M. Borden dated March 20, 2007. We note that the Completeness Check List has not been signed by the preparer.

- A copy of an August 13, 2007 letter from Ian M. Borden with Professional Design Services, L.L.C. to the Barnegat Township Planning Board which addresses the comments in our July 3, 2007 review letter.

In addition to the above, our office previously received the following information which was submitted by the applicant in support of this application:

- An Environmental Impact Statement for Paramount Escapes Ocean Breeze Section 10 prepared by Ian M. Borden with Professional Design Services, L.L.C. dated May 29, 2007.

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- A Stormwater Management Report for Paramount Escapes Ocean Breeze Sections 2-10 prepared by William A. Stevens, P.E. dated January 31, 2007.
- A completed Land Use & Development Application with a filing date of March 29, 2007 which included a list of the design waivers that were previously granted by the Planning Board for this project.
- A completed Developer's Escrow Agreement dated February 14, 2007.
- A completed Affidavit of Non-Collusion dated February 14, 2007.
- A completed List of Professionals & Consultants.
- A copy of a February 7, 2007 letter from the Barnegat Township Tax Collector's office which certifies that the real estate taxes for block 90, lot 13.01 are current.
- A copy of a February 7, 2007 letter from the Barnegat Township Tax Collector's office which certifies that the real estate taxes for block 90.22, lot 2 are current.
- A copy of a February 7, 2007 letter from the Barnegat Township Tax Collector's office which certifies that the real estate taxes for block 92, lot 37 are current.
- A completed Contribution Disclosure Statement from Jeffrey Fernbach dated December 22, 2006.
- A completed Contribution Disclosure Statement from Michael J. Gross dated December 19, 2006.
- A completed Contribution Disclosure Statement from Ian M. Borden with Property Design Services, L.L.C. dated December 19, 2006.
- A copy of a March 20, 2007 letter from Ian M. Borden to the Barnegat Township Planning Board which requests a waiver from providing a Traffic Impact Analysis.
- A copy of a March 20, 2007 letter from Michael J. McKenna, Esq. to the Barnegat Township Planning Board which approves the Declaration of Restrictive and Protective Covenants; the Bylaws of the Paramount Escapes Ocean Breeze Homeowners' Association, Inc.; the Proposed Agreement of Sale and the Proposed Form of Deed as to legal form.
- A May 3, 2007 email from Laurence I. Rothstein, Esq. which states that the applicant is requesting Amended Preliminary Major Subdivision approval of Sections 6-8 to create new Section 10 which will include all the affordable housing units.

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- A copy of a May 7, 2007 letter from the Barnegat Township Tax Assessor, Ellen Kelleher, CTA, to Property Development Services which approves the street names, block and lot numbers and house numbers for this project with the exception of the house numbers on Club Premier Drive. We note that her letter sets forth the approved house numbers on Club Premier Drive.

Based on our review of the submitted information, we offer the following comments:

A. GENERAL COMMENTS

The property in question is part of the Paramount Escapes Ocean Breeze project which presently consists of eight (8) sections containing 681 PAC units. It is situated in the Residential Low/ Adult Community (RL/AC) Zone and is presently vacant and wooded. Section 1 contains 119 PAC units and is situated in Stafford Township while Sections 2-8 are situated in the Residential Low/ Adult Community (RL/AC) Zone in Barnegat Township, contain 562 PAC units, and are presently vacant and wooded. On February 28, 2006, the Barnegat Township Planning Board memorialized Resolution P-2006-6 which granted Amended Preliminary Major Subdivision approval for 331 PAC units in Sections 2-5 and Final Major Subdivision approval for 185 PAC units in Sections 2 and 3. In addition, on September 26, 2006, the Barnegat Township Planning Board memorialized Resolution P-2006-40 which granted Preliminary Major Subdivision approval for 231 PAC units in Sections 6-8.

The applicant has applied to the Planning Board for Amended Preliminary Major Subdivision approval of Sections 6-8 to create new Section 10 which will consist of 56 PAC townhouse (COAH) units, 14 PAC single-family (market) units and 2 open space lots. As part of the original approval, Sections 6-8 included 231 PAC units. Based on the proposed changes, Sections 6-10 will now include 233 PAC units. As a result, the total number of units in the development will increase from 562 PAC units to 564 PAC units.

The plans show that the 29 COAH units originally located in Sections 6-8 will be relocated into new Section 10. Since the prior approvals provided 28 COAH units in Sections 2-5 and the applicant now proposes a total of 56 COAH units in new Section 10, a total of 84 COAH units are now proposed whereas only 57 COAH units are required. It is our understanding that the applicant intends to relocate the COAH units from Sections 2-5 into new Section 10. In order to accomplish this, the applicant must apply to the Planning Board for Amended Preliminary Major Subdivision approval for Sections 2-5 and Amended Final Major Subdivision approval for Sections 2 & 3. This will most likely affect the overall lot yield in Sections 2-5. Therefore, the applicant must demonstrate that a minimum of 10% of the PAC units will be set aside for low and moderate income families.

B. VARIANCES AND/OR WAIVERS FROM LOCAL ORDINANCES

1. The applicant was not granted any variances as part of the Preliminary Major Subdivision approval for Sections 6-8 of the project.

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2. The applicant was granted the following waivers as part of the Preliminary Major Subdivision approval for Sections 6-8 of the project:

   a) To permit slopes greater than 4:1 along Road A (Marshfield Hills Boulevard).

   b) To allow granite curb whereas concrete curb is required by Ordinance.

   c) To allow a 6" crown height on all roadways whereas 4" and 5" crown heights are required by Ordinance.

   d) To allow the clubhouse to be located in Section 1 in Stafford Township.

   e) To allow the clubhouse to be completed and in operation before a certificate of occupancy has been issued for the 250th dwelling unit, including the 118 dwelling units in Stafford Township, or within 2 years of the date of the issuance of the first building permit in Barnegat Township, whichever comes first.

   f) To permit a straight line distance between curves of approximately 1,120 ft along Club Premier Drive whereas a maximum straight line distance of 1,000 ft is permitted.

   g) To allow the buffer along the westerly side of the property to be located on the adjoining property to the west (which the applicant owns) rather than being included as part of the planned adult community.

3. The applicant has not requested any variances as part of this application for Amended Preliminary Major Subdivision approval.

4. The applicant has requested a waiver from submitting a Traffic Impact Analysis. We note that a Traffic Impact Analysis for the entire project was submitted as part of the application for Preliminary Major Subdivision approval of Sections 2-5.

C. WAIVERS AND/OR EXCEPTIONS FROM THE RESIDENTIAL SITE IMPROVEMENT STANDARDS (RSIS)

This application is subject to the requirements of the Residential Site Improvement Standards (RSIS) adopted as N.J.A.C. 5:21-1, et seq.

1. The applicant was not granted any waivers as part of the Preliminary Major Subdivision approval for Sections 6-8 of the project.

2. The applicant was not granted any *de minimis* exceptions as part of the Preliminary Major Subdivision approval for Sections 6-8 of the project.

3. The applicant has not requested any waivers from the RSIS.

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4. The applicant has not requested any *de minimis* exceptions from the RSIS.

D. SUBMISSION REQUIREMENTS

1. The applicant previously addressed all of the submission requirements set forth in the Completeness Checklist for Preliminary Major Subdivision Application.

E. PLAT DETAILS & DESIGN COMMENTS

1. All landscaping issues are deferred to the Planning Board Landscape Architect for review and comment.

2. Sheet 4 must be revised to include a North arrow.

3. As originally approved, the affordable housing units were dispersed throughout the development. The current proposal will result in all of the affordable housing units being located within Section 10. We note that Section 55-352C(7) of the Ordinance stipulates that *"Affordable housing units shall be disbursed throughout an inclusionary development to the greatest extent possible"*. In our opinion, the proposed concentration of the affordable housing units in one section of the development is not consistent with the intent of the Ordinance. Therefore, the applicant should provide testimony to the Board to demonstrate why a deviation from this section of the Ordinance should be permitted by the Board.

F. DRAINAGE & GRADING COMMENTS

1. The applicant proposes an underground recharge system to handle the stormwater runoff generated by the proposed development. According to the Stormwater Management Report, the stormwater management system has been designed to retain the runoff from the impervious areas for the 10-year storm as well as to comply with the RSIS requirement that the post-development peak runoff rates for the 2-year, 10-year and 100-year storm events will be less than 50%, 75% and 80% respectively of the pre-development peak runoff rates.

2. The Ordinance permits a maximum grade of 10% for lawns within 5 ft of a building. Based on the proposed contours shown on the sheet 4, the maximum permitted slope is exceeded at the southwest corner of lot 31, block 90.40. The plans must be revised accordingly.

3. As stipulated in Section 55-291B(6)(f) of the Ordinance, the applicant must post performance guarantees for a 4-year maintenance program and a 10-year inspection and maintenance program for the proposed stormwater management system. In this regard, the applicant must submit a cost estimate for the 4-year maintenance program and the 10-year inspection and maintenance program to the Planning Board for review and approval by our office.

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G. ASSESSMENTS

1. This application is subject to a tax map assessment in the amount of $3,840.00 for Section 10 (72 lots x $20.00 + $2,400.00).

2. It states on the subdivision plans that the storm drainage facilities will be owned and maintained by the Homeowners Association. Therefore, no drainage assessment is required.

3. This applicant must pay a recreation assessment in the amount of $52,500.00 for Section 10 (70 lots x $750.00).

4. Various off-site water system improvements have been constructed or are under construction by the Menk Corporation and Walters Development. In accordance with the developers agreements that have been executed between the Township of Barnegat and the Menk Corporation, and between the Township of Barnegat and Walters Development, all developers within the water system service area must reimburse the Menk Corporation for their share of the costs of the water system improvements which have been constructed and paid for by the Menk Corporation. Once the Township determines that the Menk Corporation has been fully reimbursed, then the developers must reimburse Walters Development for their share of the costs of the water system improvements which have been constructed and paid for by Walters Development. Therefore, the developer will be required to pay his share of the water system costs in the amounts and at the times set forth in the developers agreements.

H. OUTSIDE AGENCY APPROVALS

This application is subject to the following outside agency approvals:

1. Ocean County Planning Board – *Approval granted on April 4, 2007.*
2. Ocean County Soil Conservation District.
3. Ocean County Utilities Authority.
4. Barnegat Township Water and Sewer Utility:
5. Stafford Township Water and Sewer Utility Department
6. The Pinelands Commission:

   a) *Certificate of Filing issued on May 8, 1997 for Application #84-0036.03. This Certificate of Filing only covers lot 2, block 90.22 which was created as part of the Atlantic Hills @ Barnegat project.*

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b) *Certificate of Filing (Inconsistent) issued on April 13, 2006 for Application #2001-0245.003. This Certificate of Filing covers lot 13.01, block 90 and lot 37, block 92.*

c) *Freshwater Wetlands Letter of Interpretation (#1651) issued on November 26, 2003.*

7. New Jersey Department of Environmental Protection.

a) Sanitary Sewer Extension Permit.

b) Water Main Extension Permit.

8. All other outside agency approvals required.

The applicant should address the Board regarding the status of the required outside agency approvals for this project. In addition, copies of all outside agency approvals should be forwarded to the Planning Board and our office upon receipt.

If you have any questions or require any additional information regarding this application, please feel free to call.

Very truly yours,

BIRDSALL ENGINEERING, INC.

John J. Hess, P.E., P.P., C.M.E.
Planning Board Engineer
JJH:JMM:ps
cc: David Breeden, Administrator
Barnegat Township Zoning Official
Michael J. McKenna, Esq.
Taylor Design Group
Paramount Homes at Forest Hills, L.L.C.
Michael Gross, Esq.
Professional Design Services, L.L.C.
Property Design Surveying, L.L.C.
McDonough & Rea Associates
P:\Jobs\2063521.00270\Documents\Review 2.doc

APPENDIX Q

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALESI, PE, PP, CME

TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

March 29, 2018

Via Certified Mail

Diane D'Orazio, Regional Director
Community Options, Inc.
202 North Main Street
Forked River, NJ 08731

Re: Official Information Request
Group Homes and Special Needs Housing for Barnegat Township
17A Emerald Drive, 15 Gibraltar Court, 55 Old Main Shore Road,
900 Barnegat Boulevard

Dear Ms. D'Orazio:

The Township of Barnegat is currently preparing its Housing Element and Fair Share Plan as part of the court-ordered compliance process regarding its affordable housing obligation. This letter is an official request for specific information regarding existing group homes and other sites that provide special needs housing so that they may be formally and officially documented.

This request is on behalf of the Township of Barnegat whom CME Associates represents as its Affordable Housing Planning Consultant. We understand that Community Options, Inc. owns and/or operates the four facilities at 17A Emerald Drive, 15 Gibraltar Court, 55 Old Main Shore Road and 900 Barnegat Boulevard with two, one, four and one units, respectively, dedicated to very low, low or moderate income individuals. We need to verify the number of bedrooms and the duration of affordability controls for these facilities.

Four Supportive and Special Needs Housing Surveys are attached for you to complete for each site and return. We also need a copy of your deed if restrictions are placed on the properties and confirmation that residents are 18 years of age and older. Please include a copy of any appropriate licenses and the Certificate of Occupancy/CO that you possess for these sites when you return this information. Materials can be faxed to 732-409-0756, scanned and emailed to mbuccicarter@cmeusa1.com or mailed to the address below.

The Township of Barnegat and its professionals appreciate your assistance in this matter. These materials are needed by the end of April. If you have any questions please do not hesitate to contact me via email or telephone. I can be reached at 732-462-7400.

Very truly yours,
CME Associates
On Behalf of Barnegat Township

Maryann Bucci-Carter, PP, AICP
Affordable Housing Planning Consultant

CC: Township Attorney

S:\Barnegat\PLANNING\Affordable Housing\Supportive and Special Needs Housing\Letters\17A Emerald Dr, 15 Gibraltar Ct, 55 Old Main Shore Rd, 900 Barnegat Blvd.docx

License No. GH1262

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

COMMUNITY OPTIONS INC

506 Hamburg Turnpike
Suite 106
Wayne, NJ 07470

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a

Group Home Developmental Disability

for 4 individuals

at

55 OLD MAIN SHORE RD
BARNEGAT, NJ 08005

This License is effective from 12/31/2016 to 12/31/2017

Elizabeth Connolly, Acting Commissioner
Department of Human Services

(2)

R&R -
KARA Homes
197 Route 18
Suite 2355
East Brunswick, NJ 08816

INSTR # 2006002815
OR BK 12992 PG 1078
RECORDED 01/09/2006 08:14:43 AM
CARL W. BLOCK, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

STATE OF NEW JERSEY

COUNCIL ON AFFORDABLE HOUSING

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

CORRECTIVE AFFORDABLE HOUSING AGREEMENT

(Intended to Replace the Affordable Housing Agreement recorded on September 8, 2005 in the Ocean County Clerk's Office in Book 12802 at page 1235.)

Four Bedroom Community Residence

Prepared by: Sandra M. Iammatteo
Sandra M. Iammatteo, Esq.

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Pursuant to the transfer of ownership of an affordable housing unit for the price of $10.00, this AGREEMENT is entered into on this 29th day of June, 2005 between **Community Options, Inc. a non-profit corporation in the State of New Jersey** owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and New Jersey Department of Community Affairs hereafter "AUTHORITY", which Authority is an instrumentality of **BARNEGAT TOWNSHIP** (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section II PROPERTY DESCRIPTION for a period of at least **30** years beginning on **June 29, 2005** and ending at the first non-exempt transfer of title after **June 29, 2035** unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

This is not a certified copy

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L.1985, c. 222) hereinafter "Act", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing units (unit) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by L. 1983, c.530 (C. 55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the

(9) 120-Cash

Authority and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied Affordable Housing.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

"Certified Household" shall mean any eligible Household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) 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); (3) Transfer of ownership through an Executor's deed to a Class A Beneficiary; and, (4) Transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an Affordable Housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid First Purchase Money Mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a State government or any agency thereof, which is the holder and/or assigns of the First Money Mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's new successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Services (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority to sell an affordable unit to a household that exceeds the income eligibility criteria after the Owner has demonstrated that no Certified Household has signed an agreement to purchase the unit. The Owner shall have marketed the unit for 90 days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have 30 days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline

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approved for use by Council.

"Low Income Household" shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial sales or rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Owner shall not include any co-signer or co-borrower on any First Purchase Money Mortgage unless such co-signer or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the Authority at the time a Notice of Intent to Sell has been received from the Owner.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a Certified Household who has signed an agreement to purchase an Affordable Housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the Owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the Affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the Owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the Owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the Base Price of a unit designated as owner-occupied affordable housing as adjusted by the index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied Affordable Housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

1. Lot 21.03, Block 114.54 (Section 1)

Township of Barnegat

County of Ocean

Number of Bedrooms: FOUR (4) Bedroom Community Residence for the Developmentally Disabled

Complete Street Address and Unit Number: 55 Old Main Shore Road
Barnegat, New Jersey 08005

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If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

III. TERM OF RESTRICTION

A. The term, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after 30 (thirty) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or

2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:92.1 et seq. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the Affordable Housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the Affordable Housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of an owner-occupied Affordable Housing unit for sale shall not sell the unit at a Resale Price greater than an established Base Price plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The Owner shall not sell the Affordable Housing unit to anyone other than a Purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified Low and Moderate Income- Eligible Households.

C. The Affordable Housing unit shall be sold in accordance with all 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 Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable Master Deed and no later than the closing date of the initial sale.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all Owners to Certified Purchasers of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is filed concurrently with this deed in the Office of the County Clerk of Ocean County and is also on file with the Authority."

Any Master Deed that includes an Affordable Housing unit shall also

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reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units shall at all times remain the Primary Residence of the Owner. The Owner shall not rent any Affordable Housing unit to any party whether or not that party qualifies as a Low or Moderate Income household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

F. An Owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer a certified household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the Owner may propose a Contract to Purchase the unit to an income eligible household not referred through the Authority. The proposed Purchaser must complete all required Household Eligibility forms and submit Gross Annual Income Information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was originally restricted (e.g. refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable Resale Price. Other items of property may be sold to the Purchaser at a reasonable price that has been approved by the Authority at the time of signing the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the Base Price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The Owner and the 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.

I. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-Laws of an Association, shall further fully comply with all of the terms, covenants or conditions of

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said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93), for determining that a resale transaction is qualified for a Certificate of Exemption. The Owner shall notify the Authority in writing of any proposed Exempt Transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An Exempt Transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of the title transfer.

L. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93), for determining that a resale transaction is qualified for a Hardship Waiver. The Owner may submit a written request for a Hardship Waiver, if no Certified Household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the Municipality shall have 30 days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a Certified Household. The Municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an Owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the Owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be recorded with the deed at the time of closing and is only valid for the designated deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The Owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property 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 any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

Any Affordable Housing owner-occupied property that is acquired by a First Purchase Money Mortgagee by Deed in lieu of Foreclosure, or by a Purchaser at a Foreclosure sale conducted by the holder of the First Purchase Money Mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to Foreclosure with regard to the First Purchase Money Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, Owners and mortgagees of that particular Affordable Housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restrictions of this Agreement with respect to the Affordable Housing unit owned by such defaulting mortgagor at time of the Foreclosure sale).

Upon a judgment of Foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

In the event of a Foreclosure sale by the First Purchase Money Mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such Foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of (1) the maximum permissible Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale pursuant to the rules and guidelines of the

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Authority and (2) the amount required to pay and satisfy the First Money mortgage, including the costs of Foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the Foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the First Purchase Money Mortgagee and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the Owner of record at time of the Foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as through same were a personal contractual obligation of the defaulting mortgagor. Neither the First Purchase Money Mortgagee nor the purchaser at the Foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted Resale Price of the Affordable Housing unit as of the date of the Foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: First Purchase Money Mortgage, prior liens, costs of Foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to Foreclosure, provided such total is less than the maximum permitted Resale Price.

If there are Owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The First Purchase Money Mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the Affordable Housing unit is located from acquiring an affordable property prior to foreclosure sale at the approved maximum Resale price and holding, renting or conveying it to a Certified Household if such right is exercised within 90 days after the property is listed for sale and all outstanding obligations to the First Purchase Money Mortgagee are satisfied.

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X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, 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 terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in Section II PROPERTY DESCRIPTION hereof.

To the Authority:

At the address stated below:

Department of Community Affairs
101 S. Broad Street
P.O. Box 800
Trenton, New Jersey 08625-0800

Attention: Housing Affordability Services (Division of Housing and Community Resources)

Or such other address that the Authority, Owner or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

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 any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof 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, both 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 of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

The Owner and the Authority hereby agree that all Affordable Housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the County in which the Affordable Housing units are situated.

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XIX. ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of this Agreement.

Dated: 12/22/05 By: _____
Signature (Owner)

_____
Signature (Co-Owner)

STATE OF NEW JERSEY)
) §
COUNTY OF)

BE IT REMEMBERED, that on this 2nd day of December, 2005, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Robert Stack who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Roxie R. Muhsin
Notary Public of New Jersey

Notary Public
State of New Jersey
Roxie R Muhsin
My Appointment Expires
Sept. 22, 2009

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License No. SA701A

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

COMMUNITY OPTIONS INC

506 Hamburg Turnpike
Suite 106
Wayne, NJ 07470

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a

Supervised Apartments

for 2 individuals

at

17A EMERALD DR
BARNEGAT, NJ 08005

This License is effective from 12/31/2016 to 12/31/2017

Elizabeth Connolly, Acting Commissioner
Department of Human Services

License No. SA701

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

COMMUNITY OPTIONS INC

506 Hamburg Turnpike
Suite 106
Wayne, NJ 07470

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a

Supervised Apartments

for 1 individual

at

15 GIBRALTER CT
BARNEGAT, NJ 08005

This License is effective from 12/31/2016 to 12/31/2017

Elizabeth Connolly, Acting Commissioner
Department of Human Services

License No. GH2268

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

COMMUNITY OPTIONS INC

506 Hamburg Turnpike
Suite 106
Wayne, NJ 07470

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a

Group Home Developmental Disability

for 1 individual

at

900 BARNEGAT BLVD., APT. 2007
BARNEGAT, NJ 08005

This License is effective from 12/31/2016 to 12/31/2017

Elizabeth Connolly, Acting Commissioner
Department of Human Services

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALESI, PE, PP, CME

TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

March 29, 2018

Via Certified Mail

Kathy Greene
Ocean Mental Health Services
687 Atlantic City Boulevard
Bayville, NJ 08721

Re: Official Information Request
Group Homes and Special Needs Housing for Barnegat Township
19 Nautilus Avenue, 70 Schooner Avenue, 71 Village Drive, 21 Mediterranean Court

Dear Ms. Greene:

The Township of Barnegat is currently preparing its Housing Element and Fair Share Plan as part of the court-ordered compliance process regarding its affordable housing obligation. This letter is an official request for specific information regarding existing group homes and other sites that provide special needs housing so that they may be formally and officially documented.

This request is on behalf of the Township of Barnegat whom CME Associates represents as its Affordable Housing Planning Consultant. We understand that Ocean Mental Health Services owns and/or operates the four facilities at 19 Nautilus Avenue, 70 Schooner Avenue, 72 Village Drive and 21 Mediterranean Court, each with one unit dedicated to very low, low or moderate income individuals. We need to verify the number of bedrooms and the duration of affordability controls for these facilities.

Four Supportive and Special Needs Housing Surveys are attached for you to complete for each site and return. We also need a copy of your deed if restrictions are placed on the properties and confirmation that residents are 18 years of age and older. Please include a copy of any appropriate licenses and the Certificate of Occupancy/CO that you possess for these sites when you return this information. Materials can be faxed to 732-409-0756, scanned and emailed to mbuccicarter@cmeusa1.com or mailed to the address below.

The Township of Barnegat and its professionals appreciate your assistance in this matter. These materials are needed by the end of April. If you have any questions please do not hesitate to contact me via email or telephone. I can be reached at 732-462-7400.

Very truly yours,

CME Associates
On Behalf of Barnegat Township

Maryann Bucci-Carter, PP, AICP
Affordable Housing Planning Consultant

cc: Township Attorney

S:\Barnegat\PLANNING\Affordable Housing\Supportive and Special Needs Housing\Letters\19 Nautilus Ave, 70 Schooner Ave, 71 Village Dr, 21 Mediterranean Ct.docx

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: Barnegat Township

County: Ocean

Sponsor: Ocean Mental Health Services

Developer: _____

Block: 114.19 Lot: 10

Street Address: 19 Nautilus Avenue

Facility Name: _____

Section 1: Type of Facility:

- ☐ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☒ Other – Please Specify: HUD 811 Project

Section 2: Sources and amount of funding committed to the project :

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust Fund $_____
- ☐ Balanced Housing – Amount $_____
- ☑ HUD – Amount $383,150 Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Please specify: _____

☐ For proposed projects, please submit a pro forma
☐ Municipal resolution to commit funding, if applicable
☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households 2
Low-income clients/households _____
Moderate-income clients/households _____
Market-income clients/households _____

Section 4: For permanent supportive housing:

Total # of units _____, including:

# of very low-income units ____
# of low-income units ____
# of moderate-income units____
# of market-income units _____

Section 5:

Length of Controls: 40 years

Effective Date of Controls: 10/25/08

Expiration Date of Controls: 10/25/48

Average Length of Stay: _____ months (transitional facilities only)

Section 6:

CO Date: 10/11/17

For licensed facilities, indicate licensing agency:

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: __/__/__

Current License Date: __/__/__

Section 7:

Has the project received project-based rental assistance? X Yes ___No; Length of commitment: 40 years

Other operating subsidy sources: _____; Length of commitment: _____

Is the subsidy renewable? X Yes ___No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ✓ Yes ___No

Population Served (describe): _____

Age-restricted? ___Yes ✓ No

Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes ___No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DMHS/DHSS waiting list
- ☒ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Kathy Greene — Project Administrator — Date: 4/27/18

Certified by: _____ — Municipal Housing Liaison — Date: _____

10-11-17

Barnegat Township

900 West Bay Avenue, Barnegat, New Jersey 08005
Tel 609.698.0080 Fax 609.698.7446
www.barnegat.net

RENTAL
EXISTING STRUCTURE
CERTIFICATE OF OCCUPANCY

CERT.# 100436 ISSUE DATE 10/11/17 APPL.DATE 7-31-17

FEE $35.00 PAID BY CASH ____ X ____ CHECK ____

Office Use Above Only

PLEASE COMPLETE THE FOLLOWING:

OWNER(S) NAME: Ocean Housing Development #111 BLOCK 114.19

JOB SITE ADDRESS: 19 Nautilus Ave Barnegat, N.J. 08005 LOT 10

OWNER'S ADDRESS: Ocean Mental Health - 687279 - Bayville, N.J. 08721

TELEPHONE #: 908-770-2836

AGENT INFORMATION (IF APPLICABLE)

AGENT'S NAME: Ocean Mental Health, Thomas McCann.

AGENT'S COMPANY: ____

AGENT'S CO. ADDRESS: 687279 Bayville N.J. 08721

AGENT'S TELEPHONE #: 908-770-2836 FAX# 732-349-6446

THIS CERTIFICATE EVIDENCES THAT, WITH THE SPECIFIC EXCEPTION OF ITEMS BELOW, A GENERAL INSPECTION OF THE VISIBLE PARTS OF THE BUILDING HAS BEEN MADE AND NO IMMINENT HAZARD CONDITIONS EXIST WHICH WOULD PROCLUDE THE CONTINUED LEGAL USE OF THIS STRUCTURE.

This also certifies that the smoke detectors and the carbon monoxide detectors were working at the time of inspection.

FEES PAID:
Water ____
Sewer ____
Well ____
Septic ____
10/11/17

NJAC52:27D198.2 Smoke Alarm Compliance ____
NJAC1:30-4.3 Carbon Monoxide Compliance ____
NJAC52:27D-198.1 Fire Extinguisher Comp. ____

CODE ENFORCEMENT OFFICIAL

Prepared by:

David L. Reeder, ESQ.

DEED

This Deed is made on February 21, 2007

BETWEEN

SHERI L. FORKER, single,.

Whose address is 19 Nautilus Avenue, Barnegat, New Jersey 08005

Referred to as the Grantor,

AND

OCEAN MENTAL HEALTH SERVICES, INC.,

Whose address is about to be 19 Nautilus Avenue, Barnegat, New Jersey 08005

Referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. The transfer is made for the sum of $218,000.00 Two Hundred Eighteen Thousand Dollars.

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15.1.1) Municipality of Barnegat Township, Lot 10 Block No., 114.19,

Property. The property consists of the land and all the buildings and structures on the land in the Township of Barnegat County of Ocean, and State of New Jersey.

The legal description is:

SEE SCHEDULE LEGAL DESCRIPTION ATTACHED HERETO

BEING THE SAME PREMISES Conveyed to Sheri L. Forker, single, by deed from Michael DiPanta and Michelle Ann T. DiPianta, husband and wife, dated August 11, 2004 and recorded August 20, 2004 in the Ocean county Clerk/Register's Office in Deed Book 12227 page 952.

File No. **ST-20475M**

EXHIBIT A

~~SCHEDULE C~~

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 Barnegat, County of Ocean and State of New Jersey:

BEGINNING at a point in the northerly line of Nautilus Avenue (50 feet wide) said point being the common corner of Lots 9 and 10 in Block 114.19 as shown on a map entitled "Final Map of Section 11, Barnegat Villages (Settler's Landing), Union Township, Ocean County, New Jersey" filed in the Ocean County Clerk's Office on January 30, 1973 on Map No. C-130, and running thence

(1) Along the northerly line of Nautilus Avenue in a southwesterly direction along the arc of a curve to the left having a radius of 470 feet, an arc length of 55.60 feet to a point; thence

(2) North 46 degrees 38 minutes 19 seconds West a distance of 100.00 feet to a point; thence

(3) Northeasterly along the arc of a curve to the right having a radius of 570 feet, an arc length of 67.43 feet to a point; thence

(4) South 39 degrees 51 minutes 39 seconds East a distance of 100.00 feet to the point and place of BEGINNING.

Being Known and designated as Lot 10, Block 15 as shown on a map entitled "Final Map of Section 11, Barnegat Villages (Settler's Landing) Union Township, Ocean County, New Jersey" filed in the Ocean County Clerk's Office on January 30, 1973 on Map No. C-130.

For Informational Purposes only: ALSO known as Lot 10 in Block 114.19 on the Township of Barnegat Tax Map.

BEING the same premises conveyed to the Mortgagor herein by deed from Shesi L. Fowler which is to be recorded simultaneously here with.

THIS IS A FIRST PURCHASE MONEY MORTGAGE.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date as the top of the first page.

Witnessed by:

DAVID L. ROEBER, ESQ.

SHERI L. FORKER

STATE OF NEW JERSEY, COUNTY OF OCEAN SS:

I CERTIFY that on February 5, 2007

Sheri L. Forker, single, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this Deed;
(b) signed, sealed and delivered this Deed as his or her act and deed; and
(c) made this Deed for: $218,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

DAVID L. ROEBER, ESQUIRE
ATTORNEY AT LAW OF NJ

RECORD AND RETURN:
Jeffrey R. Kuschner, Esq.
180 Glenridge Avenue
Montclair, New Jersey 08042

GIT/REP-3
(6-05)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Sheri L. Forker

Current Resident Address:

Street: 19 Nautilus Avenue

City, Town, Post Office | State | Zip Code

Barnegat | NJ | 08005

PROPERTY INFORMATION (Brief Property Description)

Block(s) | Lot(s) | Qualifier

Block 114.19 | Lot 10 |

Street Address:

19 Nautilus Avenue

City, Town, Post Office | State | Zip Code

Barnegat | NJ | 08005

Seller's Percentage of Ownership | Consideration | Closing Date

One Hundred | $218.000.00 | 2/22/2007

SELLER ASSURANCES (Check the Appropriate Box)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am 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 as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. ☐ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such 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.
8. ☐ Transfer 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.

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 could 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.

2/5/07
Date

Sheri L. Forker
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

Deed

INSTR # 2008061798
OR BK 14028 PG 1635
RECORDED 06/03/2008 01:34:04 PM
CARL W. BLOCK, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY
RTF TOTAL TAX 320.00

This Deed is made on **June 3, 2008**
BETWEEN
Ocean Mental Health Services, Inc.

a corporation of the state of **New Jersey for Non-Profit**
having its principal office at
160 U.S. Highway No. 9
Bayville, New Jersey 08721

referred to as the Grantor,
AND
Ocean Housing Development III, Inc., Non-Profit Corporation of the State of New Jersey

whose post office address is
160 U.S. Highway No. 9
Bayville, New Jersey 08721

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **$218,000.00**
Two Hundred Eighteen Thousand Dollars and No Cents
The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of **Barnegat**
Block No. **114.19** Lot No. **10** Qualifier No. Account No.
☐ No property tax identification number is available on the date of this Deed. (Check Box if Applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the **Township** of **Barnegat**, County of **Ocean** and State of New Jersey. The legal description is:

(80-cash)

☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING THE SAME PREMISES, 19 Nautilus Avenue, Barnegat, New Jersey, Block 114.19, Lot 10, conveyed to Ocean Mental Health Services, Inc., a Non-Profit Corporation of the State of New Jersey, by Deed from Sheri L. Forker, single by Deed dated February 22, 2007 and recorded February 28, 2007 in the Ocean County Clerk's Office in Deed Book 13539, Page 0861.

The grantor has done no act to encumber the said lands. The grantor has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whereby the lands and premises conveyed, or intended so to be or any part thereof, are or will be changed, charged, altered, affected, defeated, or encumbered in title, estate or otherwise.

COUNTY OF OCEAN
CONSIDERATION 218,000
REALTY TRANSFER FEE 1920
DATE 6/3/08 BY

Prepared by: (*print signer's name below signature*)

Jeffrey R. Kuschner, Esquire

(For Recorder's Use Only)

POLICY OF TITLE INSURANCE

SCHEDULE A

FILE NO.: ST-21393

All that certain lot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Township of Barnegat, County of Ocean and State of New Jersey:

TRACT ONE

BEGINNING at a point in the northerly line of Nautilus Avenue (50 feet wide) said point being the common corner of Lots 9 and 10 in Block 114.19 as shown on a map entitled "Final Map of Section 11, Barnegat Villages (Settler's Landing), Union Township, Ocean County, New Jersey" filed in the Ocean County Clerk's Office on January 30, 1973 on Map No. C-130, and running thence

(1) Along the northerly line of Nautilus Avenue in a southwesterly direction along the arc of a curve to the left having a radius of 470 feet, an arc length of 55.60 feet to a point; thence

(2) North 46 degrees 38 minutes 19 seconds West a distance of 100.00 feet to a point; thence

(3) Northeasterly along the arc of a curve to the right having a radius of 570 feet, an arc length of 67.43 feet to a point; thence

(4) South 39 degrees 51 minutes 39 seconds East a distance of 100.00 feet to the point and place of BEGINNING.

BEING Known and designated as Lot 10, Block 15 as shown on a map entitled "Final Map of Section 11, Barnegat Villages (Settler's Landing) Union Township, Ocean County, New Jersey" filed in the Ocean County Clerk's Office on January 30, 1973 on Map No. C-130.

BEING in accordance with a survey prepared by EKA Associates, P.A., L.S., dated May 27, 2008.

For Informational Purposes only: ALSO known as Lot 10 in Block 114.19 on the Township of Barnegat Tax Map commonly known as 19 Nautilus Avenue.

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):
Name(s) Ocean Mental Health Services, Inc.

Current Resident Address 160 U.S. Highway No. 9

City, Town, Post Office Bayville State NJ Zip Code 08721

PROPERTY INFORMATION (Brief Property Description):
Block(s) 114.19 Lot(s) 10 Qualifier

Street Address 19 Nautilus Avenue

City, Town, Post Office Barnegat State NJ Zip Code 08005

Seller's Percentage of Ownership 100% Consideration $218,000.00 Closing Date 6/3/08

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents):

1. ☐ I am a resident taxpayer (individual, estate or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am 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 as such not required to make an estimated payment pursuant to N.J.S.A.54A:5-1-1 et seq.
6. ☐ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such 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.
8. ☐ Transfer 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.

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 could 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.

June 3, 2008
Date

Ocean Mental Health Services, Inc. Signature Charles J. Langan, Pres.
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY

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AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY } SS.
COUNTY OF OCEAN

County Municipal Code: 1501

Municipality of Property Location: Barnegat

FOR RECORDER'S USE ONLY
Consideration $ 218,000
RTF paid by seller $ 320
Date 6/9/08 By JM
D†

† Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE *(See Instructions 3 and 4 attached)*

Deponent, Ocean Mental Health Services, Inc. (Name), being duly sworn according to law upon his/her oath deposes and says that he/she is the Grantor (State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) in a deed dated 6/03/08 transferring real property identified as Block No. 114.19 Lot No. 10 located at 19 Nautilus Avenue, Barnegat, New Jersey 08005 (Street Address, Town) and annexed thereto.

(2) CONSIDERATION: $ 218,000.00 *(See Instructions 1 and 5)*

(3) Property transferred is Class 4A 4B 4C (circle one). If Class 4A, calculation in Section 3A is required.

(3A) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: *(See Instructions 5A and 7)*

Total Assessed Valuation ÷ Director's Ratio = Equalized Valuation

$ _____ ÷ _____ % = $ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) FULL EXEMPTION FROM FEE: *(See Instruction 8)*

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail. _____

(5) PARTIAL EXEMPTION FROM FEE: *(See Instruction 9)* NOTE: *All boxes below apply to grantor(s)* only.

ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. *Failure to do so will void claim for partial exemption.*

Deponent claims that this deed transaction is exempt from the State's portion of the Basic Fee, Supplemental Fee and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s): _____

A. SENIOR CITIZEN *(See Instruction 9)*
- ☐ Grantor(s) 62 years of age or over.*
- ☐ One- or two-family residential premises.
- ☐ Resident of the State of New Jersey.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Owners as joint tenants must all qualify.

B. BLIND *(See Instruction 9)*
- ☐ Grantor(s) legally blind.*
- ☐ One- or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Owners as joint tenants must all qualify.
- ☐ Resident of the State of New Jersey.

DISABLED *(See Instruction 9)*
- ☐ Grantor(s) permanently and totally disabled.*
- ☐ Receiving disability payments.*
- ☐ Not gainfully employed.*
- ☐ One- or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Owners as joint tenants must all qualify.
- ☐ Resident of the State of New Jersey.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING *(See Instruction 9)*
- ☒ Affordable according to HUD standards.
- ☒ Meets income requirements of region.
- ☒ Reserved for occupancy.
- ☒ Subject to resale controls.

(6) NEW CONSTRUCTION *(See Instructions 2, 10 and 12)*
- ☐ Entirely new improvement.
- ☐ Not previously used for any purpose.
- ☐ Not previously occupied.
- ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this Third day of June, 20 08

Notary Public
Jeffrey R. Kuschner, Esquire

Signature of Deponent Jeffrey J. Carson, V.P.
160 U.S. Highway No. 9
Bayville, NJ 08721
Deponent Address

Ocean Mental Health Services, Inc.
Grantor Name
160 U.S. Highway No. 9
Bayville, NJ 08721
Grantor Address at Time of Sale

Jeffrey R. Kuschner, Esquire
Name/Company of Settlement Officer

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/lpt/localtax.htm.

FOR OFFICIAL USE ONLY
Instrument Number _____ County Ocean
Deed Number _____ Book _____ Page _____
Deed Dated 6/3/08 Date Recorded 6/9/08

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.
State of New Jersey – Division of Taxation, P.O. Box 251, Trenton, NJ 08695-0251, Attention: Realty Transfer Fee Unit

The street address of the Property is:
19 Nautilus Avenue, Barnegat, New Jersey 08005

4. Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed. (Print name below each signature.)

Witnessed or Attested by:

Jeffrey R. Kuschner, Esquire

By: **Charles J. Langan, PhD**

STATE OF NEW JERSEY, COUNTY OF **ESSEX** SS:

I CERTIFY that on **June 3, 2008**
Charles J. Langan, PhD

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached Deed;
(b) was authorized to and did execute this Deed as **President**
of **Ocean Mental Health Services, Inc.** the entity named in this Deed;
(c) made this Deed for **$ 218,000.00** as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and
(d) executed this Deed as the act of the entity.

RECORD AND RETURN TO:
Jeffrey R. Kuschner
Attorney at Law
180 Glenridge Avenue
Montclair, NJ 07042

Jeffrey R. Kuschner
An Attorney at Law of the State of New Jersey
Print name and title below signature

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Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: Barnegat Township

County: Ocean

Sponsor: Ocean Mental Health Services

Developer:

Block: 114.26 Lot: 27

Street Address: 70 Schooner Avenue

Facility Name:

Section 1: Type of Facility:

- ☐ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☒ Other – Please Specify: HUD 811 Project

Section 2: Sources and amount of funding committed to the project :

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust Fund $_____
- ☐ Balanced Housing – Amount $_____
- ☒ HUD – Amount $383,150 Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Please specify: _____

☐ For proposed projects, please submit a pro forma
☐ Municipal resolution to commit funding, if applicable
☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households 3
Low-income clients/households ____
Moderate-income clients/households ____
Market-income clients/households ____

Section 4: For permanent supportive housing:

Total # of units _____, including:

# of very low-income units ____
# of low-income units ____
# of moderate-income units____
# of market-income units ____

Section 5:

Length of Controls: 40 years

Effective Date of Controls: 10/28/08

Expiration Date of Controls: 10/28/48

Average Length of Stay: _____ months (transitional facilities only)

Section 6:

CO Date: 8/8/17

For licensed facilities, indicate licensing agency:

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: __/__/__

Current License Date: __/__/__

Section 7:

Has the project received project-based rental assistance? X Yes ___No; Length of commitment: 40 years

Other operating subsidy sources: _____; Length of commitment: _____

Is the subsidy renewable? X Yes ___No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ✓ Yes ___No

Population Served (describe): _____

Age-restricted? ___Yes ✓ No

Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes ___No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DMHS/DHSS waiting list
- ☒ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Kathy Greene — Project Administrator — Date: 4/27/18

Certified by: _____ — Municipal Housing Liaison — Date: _____

Barnegat Township

900 West Bay Avenue, Barnegat, New Jersey 08005
Tel 609.698.0080 Fax 609.698.7446
www.barnegat.net

RENTAL
EXISTING STRUCTURE
CERTIFICATE OF OCCUPANCY

CERT.# 1004705 ISSUE DATE 8/8/17 APPL.DATE 7-31-17

FEE $35.00 PAID BY CASH X CHECK _____

Office Use Above Only

PLEASE COMPLETE THE FOLLOWING:

OWNER(S) NAME: Ocean Housing Dev III BLOCK 114-26

JOB SITE ADDRESS: 78 Chesapeake Ave Barnegat LOT 27

OWNER'S ADDRESS: 687 9th Bayville NJ. 08721

TELEPHONE #: 908-770-2536 — Thomas McCann Cell #

AGENT INFORMATION (IF APPLICABLE)

AGENT'S NAME: Ocean Mental Hea 1th. - Thomas McCann

AGENT'S COMPANY: _____

AGENT'S CO. ADDRESS: 687 9th Bayville N.J. 08721

AGENT'S TELEPHONE #: 908-770-2536 FAX# 732-349-6546

THIS CERTIFICATE EVIDENCES THAT, WITH THE SPECIFIC EXCEPTION OF ITEMS BELOW, A GENERAL INSPECTION OF THE VISIBLE PARTS OF THE BUILDING HAS BEEN MADE AND NO IMMINENT HAZARD CONDITIONS EXIST WHICH WOULD PRECLUDE THE CONTINUED LEGAL USE OF THIS STRUCTURE.

This also certifies that the smoke detectors and the carbon monoxide detectors were working at the time of inspection.

FEES PAID:
Water ___
Sewer ___
Well ___
Septic ___
7/31/17 BR

NJAC52:27D198.2 Smoke Alarm Compliance 3
NJAC1:30-4.3 Carbon Monoxide Compliance 3
NJAC52:27D-198.1 Fire Extinguisher Comp. 3

CODE ENFORCEMENT OFFICIAL

10/01/2017 23:13 (FAX) RECEIVED 10/02/2017 11:10 P.001/001

COUNTY OF OCEAN
CONSIDERATION 221500
REALTY TRANSFER FEE 328.75
DATE 6/3/08 BY

D Deed

INSTR # 2008061799
OR BK 14028 PG 1640
RECORDED 06/03/2008 01:34:04 PM
CARL W. BLOCK, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY
RTF TOTAL TAX 328.75

This Deed is made on **June 3, 2008**
BETWEEN
Ocean Mental Health Services, Inc.

a corporation of the state of **New Jersey for Non-Profit**
having its principal office at
160 U.S. Highway No. 9
Bayville, New Jersey 08721

referred to as the Grantor,
AND
Ocean Housing Development III, Inc., Non-Profit Corporation of the State of New Jersey

whose post office address is
160 U.S. Highway No. 9
Bayville, New Jersey 08721

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **$221,500.00**
Two Hundred Twenty-One Thousand Five Hundred Dollars and No Cents
The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of **Barnegat**
Block No. **114.26** Lot No. **27** Qualifier No. Account No.
☐ No property tax identification number is available on the date of this Deed. (Check Box if Applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the **Township** of **Barnegat**, County of **Ocean** and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING THE SAME PREMISES, 70 Schooner Avenue, Barnegat, New Jersey, Block 114.26, Lot No. 27, conveyed to Ocean Mental Health Services, Inc., a Non-Profit Corporation of the State of New Jersey, by Deed from Patricia L. Shagat, married by Deed dated February 22, 2007 and recorded on February 27, 2007 in the Ocean County Clerk's Office in Deed Book 13538, Page 0154.

The grantor has done no act to encumber the said lands. The grantor has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whereby the lands and premises conveyed, or intended so to be or any part thereof, are or will be changed, charged, altered, affected, defeated, or encumbered in title, estate or otherwise.

80-Cash JM (5)

Prepared by: (*print signer's name below signature*)

Jeffrey R. Kuschner, Esquire

(For Recorder's Use Only)

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

POLICY OF TITLE INSURANCE

SCHEDULE A

FILE NO.: ST-21393

TRACT TWO

BEGINNING at an iron rebar set in the Northeasterly line of Schooner Avenue, (50 feet wide), said point being distant 486.29 feet from the terminus of a curve connecting the Southeasterly line of Bowline Street, (50 feet wide) and the Northeasterly line of Schooner Avenue, and from said beginning point running; thence

(1) North 77 degrees 28 minutes 50 seconds East, 100.00 feet to a point; thence

(2) Southeastwardly, along a curve bearing to the left having a radius of 300.00 feet, an arc length of 33.45 feet to a point of tangency; thence

(3) South 18 degrees 54 minutes 28 seconds East, 22.50 feet to an iron rebar set; thence

(4) South 71 degrees 05 minutes 32 seconds West, 100.00 feet to an iron rebar set in the Northeasterly line of Schooner Avenue; thence

(5) Along the Northeasterly line of Schooner Avenue, North 18 degrees 54 minutes 28 seconds West, 22.50 feet to a monument found at a point of curvature; thence

(6) Northwestwardly, along the Northeasterly line of Schooner Avenue on a curve bearing to the right having radius of 400.00 feet, an arc length of 44.59 feet to a point, said point being the point and place of BEGINNING.

The above description is in accordance with a survey prepared by EKA Associates, P.A., dated April 25, 2008 and revised to May 27, 2008.

For Informational Purposes only: ALSO known as Lot 27 in Block 114.26 on the Township of Barnegat Tax Map commonly known as 70 Schooner Avenue.

State of New Jersey

Seller's Residency Certification/Exemption

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, page 2):
Name(s) **Ocean Mental Health Services, Inc.**

Current Resident Address **160 U.S. Highway No. 9**

City, Town, Post Office **Bayville** State **NJ** Zip Code **08721**

PROPERTY INFORMATION (Brief Property Description):
Block(s) **114.26** Lot(s) **27** Qualifier

Street Address **70 Schooner Avenue**

City, Town, Post Office **Barnegat** State **NJ** Zip Code **08005**

Seller's Percentage of Ownership **100%** Consideration **$221,500.00** Closing Date **6/3/08**

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents):

1. ☐ I am a resident taxpayer (individual, estate or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am 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 as such not required to make an estimated payment pursuant to N.J.S.A.54A:5-1-1 et seq.
6. ☐ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such 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.
8. ☐ Transfer 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.

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 could 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.

June 3, 2008
Date

Ocean Mental Health Services, Inc. Signature Charles J. Logan, Phd.
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY } SS.
COUNTY OF OCEAN

County Municipal Code: 0501

Municipality of Property Location: Barnegat

FOR RECORDER'S USE ONLY
Consideration $ 221,500
RTF paid by seller $ 1328.75 †
Date 6/3/08 By JM
D
† Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE *(See Instructions 3 and 4 attached)*
Deponent, Ocean Mental Health Services, Inc. (Name), being duly sworn according to law upon his/her oath deposes and says that he/she is the Grantor (State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) in a deed dated 6/03/08 transferring real property identified as Block No. 114.26 Lot No. 27 located at 70 Schooner Avenue, Barnegat, New Jersey 08005 (Street Address, Town) and annexed thereto.

(2) CONSIDERATION: $ 221,500.00 *(See Instructions 1 and 5)*

(3) Property transferred is Class 4A 4B 4C (circle one). If Class 4A, calculation in Section 3A is required.

(3A) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: *(See Instructions 5A and 7)*

Total Assessed Valuation ÷ Director's Ratio = Equalized Valuation

$ _____ ÷ _____ % = $ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) FULL EXEMPTION FROM FEE: *(See Instruction 8)*
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail. _____

(5) PARTIAL EXEMPTION FROM FEE: *(See Instruction 9)* NOTE: *All boxes below apply to grantor(s)* only.
ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. *Failure to do so will void claim for partial exemption.*
Deponent claims that this deed transaction is exempt from the State's portion of the Basic Fee, Supplemental Fee and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s): _____

A. SENIOR CITIZEN *(See Instruction 9)*
- ☐ Grantor(s) 62 years of age or over.*
- ☐ One- or two-family residential premises.
- ☐ Resident of the State of New Jersey.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Owners as joint tenants must all qualify.

B. BLIND *(See Instruction 9)*
- ☐ Grantor(s) legally blind.*
- ☐ One- or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Owners as joint tenants must all qualify.
- ☐ Resident of the State of New Jersey.

DISABLED *(See Instruction 9)*
- ☐ Grantor(s) permanently and totally disabled.*
- ☐ Receiving disability payments.*
- ☐ Not gainfully employed.*
- ☐ One- or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Owners as joint tenants must all qualify.
- ☐ Resident of the State of New Jersey.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING *(See Instruction 9)*
- ☒ Affordable according to HUD standards.
- ☒ Meets income requirements of region.
- ☒ Reserved for occupancy.
- ☒ Subject to resale controls.

(6) NEW CONSTRUCTION *(See Instructions 2, 10 and 12)*
- ☐ Entirely new improvement.
- ☐ Not previously used for any purpose.
- ☐ Not previously occupied.
- ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this Third day of June, 20 08

Notary Public
Jeffrey R. Kuschner, Esquire

Signature of Deponent
Ocean Mental Health Services, Inc.
Grantor Name
160 U.S. Highway No. 9
Bayville, NJ 08721
Deponent Address
160 U.S. Highway No. 9
Bayville, NJ 08721
Grantor Address at Time of Sale

Jeffrey R. Kuschner, Esquire
Name/Company of Settlement Officer

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/lpt/localtax.htm.

FOR OFFICIAL USE ONLY
Instrument Number _____ County Ocean
Deed Number _____ Book _____ Page _____
Deed Dated 6/3/08 Date Recorded 6/3/08

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.
State of New Jersey – Division of Taxation, P.O. Box 251, Trenton, NJ 08695-0251, Attention: Realty Transfer Fee Unit

The street address of the Property is:
70 Schooner Avenue, Barnegat, New Jersey 08005

4. **Signatures.** This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed. (Print name below each signature.)

Witnessed or Attested by:

Jeffrey R. Kuschner, Esquire

By: **Charles J. Langan, PhD**

STATE OF NEW JERSEY, COUNTY OF **ESSEX** SS:
I CERTIFY that on **June 3, 2008**
Charles J. Langan, PhD

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached Deed;
(b) was authorized to and did execute this Deed as **President** of **Ocean Mental Health Services, Inc.** the entity named in this Deed;
(c) made this Deed for **$ 221,500.00** as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and
(d) executed this Deed as the act of the entity.

RECORD AND RETURN TO:
Jeffrey R. Kuschner
Attorney at Law
180 Glenridge Avenue
Montclair, NJ 07042

Jeffrey R. Kuschner
An Attorney at Law of the State of New Jersey
Print name and title below signature

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INSTR # 2007026784
OR BK 13538 PG 0154
RECORDED 02/27/2007 10:59:11 AM
CARL W. BLOCK, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY
RTF TOTAL TAX 1,102.70

DEED

PREPARED BY:
JUSTIN D. SHEARER, ESQ.

This Deed is made on February 22, 2007

BETWEEN Patricia L. Shagat, Married, whose address is 89 Mission Way, Barnegat, New Jersey 08005, referred to as the Grantor.

AND Ocean Mental Health Services, Inc., 160 U.S. Highway No. 9, Bayville, New Jersey, 08721 referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

TRANSFER OF OWNERSHIP. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Two Hundred Twenty One Thousand Five Hundred DOLLARS---------00/100 ($221,500.00). The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-2.1) Municipality of Barnegat, Block No. 114.26, Lot No. 27, Account No.

( ) No property tax identification number is available on the date of this deed. (check box if applicable).

PROPERTY. The property consists of the land and all the buildings and structures on the land in the Township/Borough of Barnegat, County of Ocean and State of New Jersey. The legal description is:

Please see attached Schedule "A" Legal Description annexed hereto and made a part hereof.

BEING the same premises conveyed unto Patricia L. Shagat, Married by Deed from Vincent J. Pelosi, dated February 5, 2004, recorded on February 6, 2004, in Deed Book 11902, Page 670, in the Office of the Ocean County Clerk.

Subject to zoning ordinances or easements, restrictions, and other matters of record, if any.

PROMISES BY GRANTOR. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

SIGNATURES. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

Patricia L. Shagat (L.S.)
Patricia L. Shagat

STATE OF NEW JERSEY)
) SS.:
COUNTY OF OCEAN)

I CERTIFY that on February 22, 2006, Patricia L. Shagat and personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):
(a) is named in and personally signed this Deed;
(b) signed, sealed and delivered this Deed as his or her act and deed; and
(c) made this Deed for $221,500.00, as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

OFFICIAL SEAL
JUSTIN D. SHEARER
AN ATTORNEY AT LAW
OF NEW JERSEY

RECORD AND RETURN TO:
Jeffrey R. Kuschner, Esq.
180 Glenridge Avenue
Montclair, NJ 07042

This is not a certified copy

(3) 60-cash

COUNTY OF OCEAN
CONSIDERATION 221,500-
REALTY TRANSFER FEE 1,102.70
DATE 2/27/07 BY JM

File No. **ST-20476M**

EXHIBIT A
~~SCHEDULE C~~

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 Barnegat, County of Ocean and State of New Jersey.

BEGINNING at an iron rebar set in the Northeasterly line of Schooner Avenue, (50 feet wide), said point being distant 486.29 feet from the terminus of a curve connecting the Southeasterly line of Bowline Street, (50 feet wide) and the Northeasterly line of Schooner Avenue, and from said beginning point running; thence

(1) North 77 degrees 26 minutes 50 seconds East, 100.00 feet to a point; thence

(2) Southeastwardly, along a curve bearing to the left having a radius of 300.00 feet, an arc length of 33.45 feet to a point of tangency; thence

(3) South 18 degrees 54 minutes 28 seconds East, 22.50 feet to an iron rebar set; thence

(4) South 71 degrees 05 minutes 32 seconds West, 100.00 feet to an iron rebar set in the Northeasterly line of Schooner Avenue; thence

(5) Along the Northeasterly line of Schooner Avenue, North 18 degrees 54 minutes 28 seconds West, 22.50 feet to a monument found at a point of curvature; thence

(6) Northwestwardly, along the Northeasterly line of Schooner Avenue on a curve bearing to the right having radius of 400.00 feet, an arc length of 44.59 feet to a point, said point being the point and place of BEGINNING.

For Informational Purposes only: ALSO known as Lot 27 in Block 114.26 on the Township of Barnegat Tax Map.

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGOR HEREIN BY DEED FROM PATRICIA L. SHIMSAT MARRIED, WHICH IS TO BE RECORDED SIMULTANEOUSLY HEREWITH

THIS IS A FIRST PURCHASE MONEY MORTGAGE

Electronically Recorded

GIT/REP-3
(3-06)

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Patricia L. Shagat

Current Resident Address:

Street: 87 Mission Way

City, Town, Post Office	State	Zip Code
Barnegat	NJ	08005

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
114.26	27	

Street Address:

70 Schooner Avenue

City, Town, Post Office	State	Zip Code
Barnegat	NJ	08005

Seller's Percentage of Ownership	Consideration	Closing Date
100%	$221,500.00	2/22/07

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. ☒ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am 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 as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. ☐ The total consideration for the property is $1,000 or less and as such the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such 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.
8. ☐ Transfer 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.

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 could 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.

Date	Signature
2/22/07	Patricia Shagat
	PATRICIA L. SHAGAT (Seller) Please indicate if Power of Attorney or Attorney in Fact
Date	Signature
	(Seller) Please indicate if Power of Attorney or Attorney in Fact

Capital Advance Agreement

Under Section 202 of the Housing Act of 1959 or
Section 811 of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0470
(exp. 01/31/2006

Public Reporting Burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0470), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

☐ Section 202 ☒ Section 811

This Agreement, made the _____ day of Sseptember 2007 , by and between the United States of America, Secretary of Housing and Urban Development (hereinafter called "HUD") and Ocean Housing Development III, Inc a nonprofit corporation organized and existing under and by virtue of the laws of the State of New Jersey (hereinafter called the "Owner").

Whereas, the Owner has made application for a capital advance to assist in financing a rental housing project to house ☐ elderly persons or ☒ persons with disabilities (hereinafter called the "Project") in accordance with the provisions of Section 202 of the Housing Act of 1959 (12 U.S.C. 1701q) (hereinafter called "Section 202") or Section 811 of the National Affordable Housing Act (42 U.S.C. 8013) (hereinafter called "Section 811 "), and the appropriate regulations.

Whereas, the Project will be located at 70 Schooner Avenue and 19 Nautilus Ave., Barnegat Twp., Ocean Co., NJ 08005

Now, Therefore, in consideration of the mutual promises hereinafter set forth and of the valuable considerations, the parties hereto do covenant and agree as follows:

1. HUD, subject to the terms of this Agreement, will make a capital advance to the Owner, to be advanced as hereinafter provided, in an amount not to exceed Seven Hundred Sixty Six Thousand Three Hundred Dollars ($766,300). The amount of the capital advance may not exceed the total estimated development cost of the project (as determined by HUD), less the incremental development cost associated with excess amenities and design features to be paid for by the Sponsor. The capital advance shall bear no interest and is not required to be repaid so long as the housing remains available to eligible very low income households for a period of 40 years and in accordance with Section 202 or Section 811. The capital advance shall be secured by a first Mortgage and Assignment of Rents (hereinafter called the "Mortgage") on the property described in Exhibit "A." For Section 202 projects, structures (existing housing and related facilities) without rehabilitation may only be acquired from the Resolution Trust Corporation under Section 21A(c) of the Federal Home Loan Bank Act. Section 811 projects may be acquired from the Resolution Trust Corporation or other sources. The Mortgage shall constitute a valid first lien on said property and the improvements to be erected thereon and the only lien thereon except for liens for taxes and assessments not yet payable and other liens acceptable to HUD. The Owner shall execute or cause to be executed a Use Agreement restricting use of the project to rental housing for eligible households as approved by HUD for a 40-year period.

2. The Owner shall complete on the aforesaid project in accordance with drawings and specifications filed with and approved by HUD and designated OMHS Housing 2005 Project Number 035-HD062 dated at closing. Such drawings and specifications, which include "General Conditions of the Contract for Construction" except for all paragraphs concerning arbitration (4.1.4, 4.3.2. 4.3.4, 4.4.4, 4.5, 8.3.1, 10.1.2, 11.3.9, 11.3.10) (AIA Document A201) and "Supplementary Conditions of the Contract for Construction" (HUD Form No. 2554) as amended, have been identified by the Owner, the Design Architect, the Architect administering the Construction Contract (hereinafter called the "Architect"), the Contractor and the Contractor's Surety.

3. Changes in the Drawings and Specifications, or changes by altering or adding to the working contemplated, or orders for extra work have the prior written approval of the Architect and HUD under such conditions as HUD may establish.

4. (a) The Owner shall make monthly applications on Form Number HUD-92403-CA for portions of the capital advances by HUD. Such applications for construction items shall be for amounts equal to (i) the total value of classes of the work acceptably completed; plus (ii) the value of materials and equipment not incorporated in the work, but delivered to and suitably stored at the site; less (iii) 10 percent (holdback) and less prior disbursements. The "values" of both (i) and (ii) shall be computed in accordance with the amounts assigned to classes of the work in the "Contractor's and/or Mortgagor's Cost Breakdown," attached hereto as Exhibit "B" and made a part hereof. Each application shall be filed at least 20 days before the date desired, and the owner shall be entitled thereon only to such amount as may be approved by HUD.

(b) Upon completion of the improvements, including all landscape requirements and off-site utilities and streets, the Owner shall furnish HUD satisfactory evidence that all work requiring inspection by municipal and other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and by the rating or inspection organization, bureau, association or office have jurisdiction; and that all requisite certificates of occupancy and other approvals have been issued. The balance due the Owner hereunder shall be payable at such time after completion as HUD releases the holdback, after the expiration of any period which mechanics and materialmen may have for filing liens.

(c) The Owner agrees that any funds required for the completion of the project over and above the amount of the capital advance shall be deposited in the Construction Account prior to disbursement of proceeds of the capital advances.

(d) The Owner covenants that it will deposit the proceeds of the capital advance and the additional funds to be furnished by the Owner in order to assure the payment of all Project costs into separate interest bearing account(s) called the "Construction Account" established by it in depository or depositories which are members of the Federal Deposit Insurance Corporation, Savings Association Insurance Fund, or National Credit Union Share Insurance Fund. Any portion of the capital advance not insured by a Federal insurance organization shall be fully (100%) and continuously collaterialized with specific and identifiable U.S. Government or Agency securities prescribed by HUD

and as set forth in the General Depository Agreement prescribed by HUD. Moneys in the Construction Account shall be expended only for the purposes for which capital advance funds were requested and approved. The same requirements shall be applicable to any escrow deposit agreements required by HUD.

(e) The Owner agrees that the capital advance shall at all times remain in balance. HUD shall, in accordance with the provisions of this Agreement, continue to provide to the Owner funds from the capital advance as long as the capital advance remains in balance and the Owner is not in default hereunder or under the Note or Mortgage. The capital advance deemed to be in balance only when the undistributed capital advance (after provision for reserve, fees, expenses and other deposits required by HUD) equal or exceed the amount necessary (based on HUD's estimate of the cost of construction (including rehabilitation)) to pay for all work completed and all materials delivered, for which payment has not been made, and the cost of completing construction of the project in accordance with the Drawings and Specifications.

(f) Owners which incur actual development costs that are less than the amount of the capital advance may be entitled to retain 50 percent of the savings in the replacement reserve account. Such percentage shall be increased to 75 percent for owners which add energy efficiency features which exceed the energy efficiency standards promulgated by the Secretary in accordance with section 109 of the National Affordable Housing Act; substantially reduce the life-cycle cost of the housing; reduce gross rent requirements and enhance tenant comfort and convenience. These funds shall be used only for the specified purposes of the replacement reserve or for such other purposes as determined by the Secretary. Even though an Owner does not qualify to share in the savings, funds remaining in the project contingency after cost certification shall be placed in the replacement reserve account.

5. HUD shall provide capital advance fund, to the Owner for the charges or items enumerated below, but only to the extent that such charges have accrued and the owner is otherwise entitled to payment on account of such items:

(a)	Real Estate taxes during development	$5,000.00
(b)	Insurance during development	$3,000.00
(c)	Relocation	$ 0.00
(d)	Land and rights-of-way	$439,500.00
(e)	Architect/Engineering services	$29,000.00
(f)	Legal expenses including title & recording	$22,000.00
(g)	Organization expenses	$ 0.00
(h)	Developer's Fee	$56,763.00
(i)	Construction Costs	$202,455.00
(j)	Contingency	$8,582.00

6. The Owner shall cause either this instrument or the construction contract under which the improvements are to be erected to be filed in the public records, if the effect thereof will be to relieve the mortgaged property from mechanics' and materialmen's liens. Before any disbursement of capital advance funds hereunder, HUD may require the Owner to obtain from the contractor and all subcontractors and materialmen dealing directly with the principal contractor, acknowledgements of payment on and release of lien down to the date covered by the last disbursement, and concurrently with the final payment for the entire project. Such acknowledgements and release shall be in the form required by local lien laws and shall cover all work done, labor performed and materials (including equipment and fixtures) furnished for the project.

7. The Owner shall, as a condition precedent to the first disbursement hereunder, furnish HUD with a certified, current survey of the mortgaged property and a mortgagees title policy (or other evidence of title) in form, substance and amount satisfactory to HUD. Said policy shall be extended so as to cover each and every disbursement of said capital advance at the time of payment thereof and shall show no mechanics' or materialmen's liens against the mortgaged property.

8. The Owner agrees that said project shall be constructed strictly in accordance with all applicable ordinances and statutes, and in accordance with the requirements of A regulatory authorities, and any rating or inspection organization, bureau, association or office having jurisdiction. The Owner further agrees that said project shall be constructed entirely on the aforesaid property and will not encroach upon any easement or right-of-way, or the land of others; and that the buildings when erected shall be wholly within the building restriction lines, however established and will not violate applicable use or other restrictions contained in prior conveyances, zoning ordinances or regulations. The Owner shall furnish from time to time such evidence with respect thereto as may be required by HUD, and, upon completion of construction, shall furnish a survey, certified by a registered surveyor, which shows the project to be entirely on said property and to be free from any such violations.

9. If the Owner at any time prior to the completion of the project abandons the same or ceases work thereon for a period of more than 20 days or fails to complete the erection of the project strictly in accordance with the Drawings and Specifications, or makes changes in the Drawings and Specifications without first securing the written approval required by paragraph 3 hereof, or otherwise fails to comply with the terms hereof, any such failures shall be a default hereunder, and HUD, at its option, may terminate this Agreement. If HUD so elects to terminate this Agreement, it may use and apply any funds deposited within by the Owner, regardless of the purpose for which such funds were deposited, in such manner and for such purposes as it may prescribe. If HUD elects not to terminate this Agreement, it may enter into possession of the premises and perform any and all work and labor necessary to complete the improvements substantially according to the Drawings and Specifications, and employ watchmen to protect the premises from injury. All sums so expended by HUD shall be deemed to have been paid to the Owner and secured by the Mortgage. For this purpose, the Owner hereby constitutes and appoints HUD its true and lawful attorney-in-fact, with full power of substitution on the premises, to complete the project in the name of the Owner. The Owner hereby empowers said attorney as follows: (a) To use any funds of the Owner, including any balance which may be held in escrow and any funds which may remain disbursed hereunder for the purpose of completing the project in the manner called for in the Drawings and Specifications; (b) to make such additions, changes and corrections in the Drawings and Specifications as shall be necessary or desirable to complete the project in substantially the manner contemplated by the Drawings and Specifications; (c) to employ such contractors, subcontractors, agents, architects and inspectors as shall be required for said purposes; (d) to pay, settle or compromise all existing bills and claims which may be liens against the mortgaged property, or as may be necessary or desirable for the completion of the project, or for clearance of title; (e) to execute all applications and certificates in the name of the Owner which may be required by any of the contract documents; (f) to prosecute and defend all actions or proceedings in connection with the mortgaged premises or the construction of the project and to take such action and required such performance as he deems necessary under the accepted guaranty of completion; (g) to do any and every act which the Owner might do in its own behalf. It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked.. The Owner hereby assigns and quit claims to HUD all sums undisbursed under the Mortgage and all sums in escrow conditioned upon the use of said sums for the completion of the project, such assignment to become effective only in case of the Owners default.

10. The Owner shall provide or cause to be provided workmen's compensation insurance and public liability and other insurance required by applicable law or by the general conditions included in the Specifications. The Owner further agrees to purchase and maintain fire insurance and extended coverage on the mortgaged property. All such policies shall be issued by companies approved by HUD and shall be in form and amounts satisfactory to HUD. Such policies shall be endorsed with standard mortgagee clauses making loss payable to HUD or its assigns; and may be endorsed to make loss during

construction payable to the Contractor, as interest may appear. Certified duplicates of such policies shall be deposited with HUD.

11. HUD and its agents shall, at all times during construction, have the right of entry and free access to the project and the right to inspect all work done, all materials, equipment and fixtures furnished, installed or stored in and about the project, and to inspect all books, subcontracts and records of the Owner.

12. The Owner shall execute and deliver to HUD, prior to final closing, a security agreement and financing statement, or other similar instrument, covering all property of any kind whatsoever purchased with the capital advance and concerning which there may be any doubt as to such property's being subject to the lien of the Mortgage under the laws of the State in which the project is situated.

13. The Owner shall furnish to HUD assurance of completion of the project in the form specified in the applicable Regulations in effect on the date of this Agreement. Such assurance of completion shall run to HUD as obligee.

14. (a) The Owner understands that the wages to be paid laborers and mechanics employed in the construction of housing assisted under Section 202 and consisting of 12 or more units or housing assisted under Section 811 and designated for dwelling use by 12 or more persons with disabilities required by the provisions of Section 2020)(5) of the Housing Act of 1959, as amended and Section 811 0)(6) of the National Affordable Housing Act to be not less than the prevailing wage rates for corresponding classes of laborers and mechanics employed on a construction of a similar character in the locality in which the work is to be performed, as determined by the Secretary of Labor with respect to this project. The Owner hereby states that it has read the aforesaid determination by the Secretary of Labor and is fully familiar with the same.
(b) The Owner shall, as a condition precedent to any advance hereunder, submit to HUD (i) with each application for advance prior to the final application, certifications, in form approved by HUD, that all laborers and mechanics employed in the construction of the project whose work is covered by that or any previous application and who have been paid in whole or in part of account of said employment, have been paid at rates not less than the said prevailing wage rate, if applicable, and (ii) with the final application for advance, certifications, in form satisfactory to HUD, that the project has been fully constructed in accordance with the provisions of this agreement and that all laborers and mechanics employed in the construction of the completed project have been paid not less than the said prevailing wage rates, if applicable. The Secretary's prevailing wage determination shall be construed to include every amendment to or modification of the determination which may be made prior to the beginning of construction.
(c) The Owner agrees that should any portion of the capital advance hereunder be ineligible for disbursement by reason of (i) the nonpayment of the prevailing wage rates, or (ii) violation of any of the applicable labor standards provisions of the Regulations of the Secretary of Labor, HUD may withhold from the Owner such amounts payable to the Owner hereunder until the Owner establishes to the satisfaction of HUD that all laborers and mechanics or other persons employed in the construction of the project have been paid the applicable wages rates and that such violation of the said Labor Standards provisions no longer exists. The written statement by HUD declining to make available any portion of the capital advance hereunder by reason of such nonpayment or violation shall be deemed conclusive proof that such amounts are ineligible for disbursement.
(d) The Owner shall insert the labor standards provisions of the aforesaid Supplementary Conditions of the Contract for Construction in any contract, if applicable (see paragraph 14(a) above) made by him for the construction of the project, or any part thereof, and shall require the Contractor to insert similar provisions in each subcontract relating to the construction of the project.

15. The Owner shall furnish such records, papers and documents relating to the project as HUD may reasonably require from time to time.

16. The Owner shall not transfer, assign or pledge any right or interest in, or title to, any capital advance funds deposited in the Construction Account without the approval of HUD.

17. Prior to the disbursement of any portion of the capital advance, the Owner shall present evidence satisfactory to HUD that it is able to finance from other than capital advance funds or Project revenues the applicable minimum capital investment required under the Regulations.

18. The Owner covenants and agrees that it will attempt to obtain and maintain in effect exemption of the Project from State and local real and personal property taxes.

19. The Owner shall, on or before substantial completion of the Project, provide from sources other than the capital advance hereunder, if necessary, and from sources and in a manner which will not jeopardize the security for the capital advance, the furnishings and movable equipment necessary to the full enjoyment of the use and occupancy of the Project.

20. Prior to the disbursement of any portion of the capital advance the Owner shall obtain from the Internal Revenue Service a tax exemption ruling under Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code if it is a nonprofit organization or is organized in the Commonwealth of Puerto Rico and exempt from income taxation under Puerto Rico law, or a consumer cooperative that is tax exempt under State law, has never been liable for payment of Federal income taxes, and does not pay patronage dividends, may be exempt from the requirement set out in the previous sentence if they are not eligible for tax exemption.

21. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

22. By execution of this Agreement the Owner represents that it has not paid, and, also, agrees not to pay, any bonus, commission, or fee for the purpose of obtaining an approval of its application for the capital advance hereunder.

23. FY 2005-Pursuant to 31 U.S.C. Section 1551, any Capital Advance funds not disbursed by September 30, 2013 will be recaputred.

By:
Owner: Ocean Housing Development III, Inc
(Name of Owner)

(Signature & Date)

(Seal)
Attest
Secretary Kathy Greene

Dr. Charles Langan, Ph.D.
By: President

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By: Walter E. Kreher, Director, Newark Multifamily Program Center

Date September 5, 2007

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: Barnegat Township

County: Ocean

Sponsor: Ocean Mental Health Services

Developer: _____

Block: 208.09 Lot: 43.03

Street Address: 21 Mediterranean Court

Facility Name: _____

Section 1: Type of Facility:

- ☐ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☒ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust Fund $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☒ Other – Please specify: Agency owned

☐ For proposed projects, please submit a pro forma
☐ Municipal resolution to commit funding, if applicable
☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households 2
Low-income clients/households ____
Moderate-income clients/households ____
Market-income clients/households ____

Section 4: For permanent supportive housing:

Total # of units 1, including:

# of very low-income units 1
# of low-income units ____
# of moderate-income units____
# of market-income units ____

Section 5:

Length of Controls: ____ years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

Average Length of Stay: _____ months (transitional facilities only)

Section 6:

CO Date: 7/15/14

For licensed facilities, indicate licensing agency:

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF
☒ Other N/A

Initial License Date: __/__/__

Current License Date: __/__/__

Section 7:

Has the project received project-based rental assistance? X Yes ___No; Length of commitment: 10 years

Other operating subsidy sources: DCA SRAP ; Length of commitment: _____

Is the subsidy renewable? X Yes ___No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ✓ Yes ___No

Population Served (describe): _____

Age-restricted? ___Yes ✓ No

Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes ___No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DMHS/DHSS waiting list
- ☑ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: _____ 9/27/18
Project Administrator — Date

Certified by: _____
Municipal Housing Liaison — Date

7.14

Barnegat Township

900 West Bay Avenue, Barnegat, New Jersey 08005
Tel 609.698.0080 Fax 609.698.7446
www.barnegat.net

RENTAL
EXISTING STRUCTURE
CERTIFICATE OF OCCUPANCY

CERT.# 1001274 ISSUE DATE 7/15/14 APPL.DATE 7.11.14

FEE $35.00 PAID BY CASH ✓ CHECK _____

----------Office Use Above Only----------

PLEASE COMPLETE THE FOLLOWING:

OWNER(S) NAME: Ocean Mental Health BLOCK 208.09

JOB SITE ADDRESS: 21 Mediterranean Ct Barnegat N.J. LOT 43.03

OWNER'S ADDRESS: 160 Rte Bayville N.J. 08721

TELEPHONE #: 908-770-2936

AGENT INFORMATION (IF APPLICABLE)

AGENT'S NAME: Thomas McCann Facilities Dir.

AGENT'S COMPANY: Ocean Mental Health.

AGENT'S CO. ADDRESS: 160 Rte Bayville N.J. 08721

AGENT'S TELEPHONE #: 908-770-2936 FAX# 732-349-6446

THIS CERTIFICATE EVIDENCES THAT, WITH THE SPECIFIC EXCEPTION OF ITEMS BELOW, A GENERAL INSPECTION OF THE VISIBLE PARTS OF THE BUILDING HAS BEEN MADE AND NO IMMINENT HAZARD CONDITIONS EXIST WHICH WOULD PROCLUDE THE CONTINUED LEGAL USE OF THIS STRUCTURE.

This also certifies that the smoke detectors and the carbon monoxide detectors were working at the time of inspection.

Water ✓
Sewer ✓
Well ___
Septic ___

NJAC52:27D198.2 Smoke Alarm Compliance ✓
NJAC1:30-4.3 Carbon Monoxide Compliance ✓
NJAC52:27D-198.1 Fire Extinguisher Comp. ✓

_____
CODE ENFORCEMENT OFFICIAL

(1)

PREPARED BY;

FREDERICK R. WIEDEKE, JR., ESQ.

COUNTY OF OCEAN
CONSIDERATION 50,000
REALTY TRANSFER FEE 175.-
DATE 5-8-01 BY PH

DEED

This Deed is made on May / , 2001

BETWEEN: LYNN M. PORTER, single whose address is 21 Mediterranean Court, Barnegat, New Jersey 08005, referred to as the Grantor,

AND: OCEAN MENTAL HEALTH SERVICES, INC., whose post office address is 106 Route 9, Bayville, New Jersey 08721, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of $50,000.00. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Barnegat Township, Block No. 208.09 Lot No. 43.03 C Account No. No property tax identification number is available on the date of this deed. (check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Barnegat, County of Ocean, and State of New Jersey. The legal description is:

BEING known and designated as Block 208.09 Lot 43.03 C, on the official tax map of the Township of Barnegat, as is more fully set forth on Schedule A attached hereto and made part hereof.

SUBJECT to easements, grants, covenants and restrictions of record.

COMMONLY known as 21 Mediterranean Court, Barnegat, New Jersey 08005.

BEING the same premises conveyed to Lynn M. Porter by Deed from James A. Roth and Jean A. Roth, his Wife, and Kenneth J. Gatto and Mary C. Gatto, his Wife, and Ernest R. Gatto and Patricia M. Gatto, his Wife, dated December 15, 1998, and recorded in the Ocean County Clerk's Office December 31, 1998, in Deed Book 5650, Page 137.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

RTF-stan 175.00
OCEAN COUNTY, NEW JERSEY
M. DEAN HAINES COUNTY CLERK
RECORDED 05/08/2001 10:32 AM
OR BK 10384 PG 1062
INSTR # 2001062055

33

(1)

PREPARED BY;

FREDERICK R. WIEDEKE, JR., ESQ.

COUNTY OF OCEAN
CONSIDERATION 50,000
REALTY TRANSFER FEE 175.-
DATE 5-8-01 BY PW

DEED

This Deed is made on May / , 2001

BETWEEN: LYNN M. PORTER, single whose address is 21 Mediterranean Court, Barnegat, New Jersey 08005, referred to as the Grantor,

AND: OCEAN MENTAL HEALTH SERVICES, INC., whose post office address is 106 Route 9, Bayville, New Jersey 08721, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of $50,000.00. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Barnegat Township, Block No. 208.09 Lot No. 43.03 C Account No. No property tax identification number is available on the date of this deed. (check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Barnegat, County of Ocean, and State of New Jersey. The legal description is:

BEING known and designated as Block 208.09 Lot 43.03 C, on the official tax map of the Township of Barnegat, as is more fully set forth on Schedule A attached hereto and made part hereof.

SUBJECT to easements, grants, covenants and restrictions of record.

COMMONLY known as 21 Mediterranean Court, Barnegat, New Jersey 08005.

BEING the same premises conveyed to Lynn M. Porter by Deed from James A. Roth and Jean A. Roth, his Wife, and Kenneth J. Gatto and Mary C. Gatto, his Wife, and Ernest R. Gatto and Patricia M. Gatto, his Wife, dated December 15, 1998, and recorded in the Ocean County Clerk's Office December 31, 1998, in Deed Book 5650, Page 137.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

RTF-stan 175.00
OCEAN COUNTY, NEW JERSEY
M. DEAN HAINES COUNTY CLERK
RECORDED 05/08/2001 10:32 AM
OR BK 10384 PG 1062
INSTR # 2001062055

Tax Document Copy

12

OR BK 10384 PG 1063

Commitment No. TA- 20571

SCHEDULE A
(Description)

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

BEING known and designated as Unit C Building 43 in Crosswinds Condominium No. 1. Said Unit being more particularly described in the Master Deed for Crosswinds Condominium No. 1 recorded in Deed Book 3355 Page 240 as amended by Deed Book 4885 Page 39.

TOGETHER with an undivided .60187 percent interest in the Common Elements appurtenant thereto.

NOTE FOR INFORMATION ONLY: The aforesaid premises is known as Lot 43.03, in Block 208.09, on the Township of Barnegat Tax Map.

This is not a certified copy

OLD REPUBLIC TITLE

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

Lynn M. Porter (Seal)
LYNN M. PORTER

FREDERICK R. WIEDEKE, JR.

This is not a certified copy

STATE OF NEW JERSEY, COUNTY OF OCEAN SS.:

I CERTIFY that on May [illegible], 2001, **LYNN M. PORTER** personally came before me, an Attorney at Law of the State of New Jersey, and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this Deed;
(b) signed, sealed and delivered this Deed as his or her act and deed; and
(c) made this Deed for $50,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

FREDERICK R. WIEDEKE, JR.
Attorney at Law
State of New Jersey

RECORD AND RETURN TO:

~~A. JOSEPH GUARINO, ESQ.~~
~~1131 Arnold Avenue at Highway 88~~
~~Point Pleasant, NJ 08742~~

R+R to:
Trues Abstract, Inc.
P.O. Box 188
Brielle, NJ 08730
Re: TA-20571

Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey

Municipality: Barnegat Township

County: Ocean

Sponsor: Ocean Mental Health Services

Developer:

Block: 114.24 Lot: 12

Street Address: 71 Village Drive

Facility Name:

Section 1: Type of Facility:

- ☐ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☒ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify:

Section 2: Sources and amount of funding committed to the project :

- ☐ Capital Application Funding Unit $
- ☐ HMFA Special Needs Housing Trust Fund $
- ☐ Balanced Housing – Amount $
- ☐ HUD – Amount $ Program
- ☐ Federal Home Loan Bank – Amount $
- ☐ Farmers Home Administration – Amount $
- ☐ Development fees – Amount $
- ☐ Bank financing – Amount $
- ☒ Other – Please specify: Agency Owned

☐ For proposed projects, please submit a pro forma
☐ Municipal resolution to commit funding, if applicable
☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households 3
Low-income clients/households
Moderate-income clients/households
Market-income clients/households

Section 4: For permanent supportive housing:

Total # of units 1, including:

# of very low-income units 1
# of low-income units
# of moderate-income units
# of market-income units

Section 5:

Length of Controls: 0 years

Effective Date of Controls: __/__/__

Expiration Date of Controls: __/__/__

Average Length of Stay: _____ months (transitional facilities only)

Section 6:

CO Date: 9/18/13

For licensed facilities, indicate licensing agency:

☐ DDD ☐ DMHS ☐ DHSS ☒ DCA ☐ DCF

☐ Other N/A

Initial License Date: __/__/__

Current License Date: __/__/__

Section 7:

Has the project received project-based rental assistance? X Yes ___No; Length of commitment: 0

Other operating subsidy sources: DCA SRAP; Length of commitment: 10 yrs s.

Is the subsidy renewable? X Yes ___No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ✓ Yes ___No

Population Served (describe):

Age-restricted? ___Yes ✓ No

Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes ___No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DMHS/DHSS waiting list
- ☒ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Kathy Greene — Project Administrator — Date: 4/27/18

Certified by: _____ — Municipal Housing Liaison — Date: _____

Barnegat Township

900 West Bay Avenue, Barnegat, New Jersey 08005
Tel 609.698.0080 Fax 609.698.7446
www.barnegat.net

RENTAL
EXISTING STRUCTURE
CERTIFICATE OF OCCUPANCY

CERT.# 171-L-13 ISSUE DATE 8/7/13 APPL.DATE 8-1-13

FEE $35.00 PAID BY CASH ✓ CHECK _____

----------Office Use Above Only----------

PLEASE COMPLETE THE FOLLOWING:

OWNER(S) NAME: Ocean Mental Health Ctr. BLOCK 114.24

JOB SITE ADDRESS: 71 Village Dr. Barnegat LOT 12

OWNER'S ADDRESS: Ocean Mental Health 160 RT 9 Bayville NJ. 08721

TELEPHONE #: Cell 908-770-2936 - Work 732-349-5566

AGENT INFORMATION (IF APPLICABLE)

AGENT'S NAME: _____

AGENT'S COMPANY: _____

AGENT'S CO. ADDRESS: NA

AGENT'S TELEPHONE #: Cell. 908-770-2936 FAX# 732-349-6466

THIS CERTIFICATE EVIDENCES THAT, WITH THE SPECIFIC EXCEPTION OF ITEMS BELOW, A GENERAL INSPECTION OF THE VISIBLE PARTS OF THE BUILDING HAS BEEN MADE AND NO IMMINENT HAZARD CONDITIONS EXIST WHICH WOULD PROCLUDE THE CONTINUED LEGAL USE OF THIS STRUCTURE.

This also certifies that the smoke detectors and the carbon monoxide detectors were working at the time of inspection.

Water ✓
Sewer ✓
Well ___
Septic ___

NJAC52:27D198.2 Smoke Alarm Compliance ✓
NJAC1:30-4.3 Carbon Monoxide Compliance ✓
NJAC52:27D-198.1 Fire Extinguisher Comp. ✓

_____
CODE ENFORCEMENT OFFICIAL

BARNEGAT TOWNSHIP
900 WEST BAY AVENUE
BARNEGAT, NJ 08005
609-698-0080

CERTIFICATE
IDENTIFICATION

Date Issued: 09/18/2013
Control #: 30448
Permit #: 20130195

Block: 114.24 Lot: 12 Qual: _____

Work Site Location: 71 VILLAGE DR
BARNEGAT

Owner in Fee: OCEAN MENTAL HEALTH SERVICES INC

Address: 160 ROUTE 9
BAYVILLE NJ 08721

Telephone: 908 770-2936

Agent/Contractor: MERIDIAN ENV

Address: 24 GERMANIA STA RD
TOMS RIVER NJ 08755

Telephone: 732 281-1900

Lic. No./ Bldrs. Reg.No.: _____ Federal Emp. No.: 22-3663857

Social Security No.: _____

Home Warranty No: _____
Type of Warranty Plan: [ ] State [ ] Private
Use Group: U
Maximum Live Load: _____
Construction Classification: _____
Maximum Occupancy Load: _____
Certificate Exp Date: _____
Description of Work/Use:
tank removal
DEP# 13-06-05-1502-26

Update Desc. of Wk/Use:

[ ] **CERTIFICATE OF OCCUPANCY**

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

[X] **CERTIFICATE OF APPROVAL**

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

[ ] **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

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

[ ] **CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

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

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

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

[ ] **CERTIFICATE OF CONTINUED OCCUPANCY**

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

[ ] **CERTIFICATE OF COMPLIANCE**

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

LOUIS F. FISCHER ext. 151 Construction Official

Fees: $0.00
Paid[ ]Check No.: 31551
Collected by: _____

U.C.C 260 (rev. 5/03) 1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

DEED - BARGAIN AND SALE
IND TO IND OR CORP

Prepared by:
DEBRA M. TIMBER, ESQ.

INSTR # 2001096277
OR BK 10453 PG 0488
RECORDED 07/05/2001 12:40 PM
M. DEAN HAINES COUNTY CLERK
OCEAN COUNTY, NEW JERSEY
RTF-stan 339.50

DEED

This Deed is made on June 15, 2001,

BETWEEN

KEVIN M. CORLEY, MARRIED,

whose address is 717 Princeton Avenue, Lanoka Harbor, New Jersey 08734,

referred to as the Grantor,

AND

OCEAN MENTAL HEALTH SERVICES, INC.,

whose post office address is about to be 71 Village Drive, Barnegat, New Jersey 08005,

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of NINETY SEVEN THOUSAND AND 00/100 DOLLARS ----------($97,000.00).

The Grantor acknowledged receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of BARNEGAT TOWNSHIP
Block No. 114.24, Lot No. 12 Account No.
☐ No property tax identification number is available on the date of this Deed. (Check box if applicable).

(13) 22 Cass

Property. The property consists of the land and all the buildings and structures on the land in the TOWNSHIP OF BARNEGAT, County of OCEAN and State of New Jersey. The legal description is:

SEE LEGAL DESCRIPTION RIDER ATTACHED AS SCHEDULE A.

BEING the same premises as conveyed to Kevin M. Corley, by Deed from Elilsa Reel, Unmarried, dated January 16, 1987, and recorded on March 17, 1987, in the Ocean County Clerk's Office in Deed Book 4525, Page 384.

SUBJECT TO EASEMENTS, CONDITIONS, AND RESTRICTIONS OF RECORD, IF ANY.

COUNTY OF OCEAN
CONSIDERATION 97,000.00
REALTY TRANSFER FEE 339.50
DATE 6-5-01 BY BMJ

Record and Return To:
Truex Abstract, Inc.
P.O. Box 168
Brielle, N.J. 08730
TA 20737

DEED - BARGAIN AND SALE
IND TO IND OR CORP

Prepared by:
DEBRA M. HIMBER, ESQ.

INSTR # 2001096277
OR BK 10453 PG 0488
RECORDED 07/05/2001 12:40 PM
M. DEAN HAINES COUNTY CLERK
OCEAN COUNTY, NEW JERSEY
RTF-stan 339.50

DEED

This Deed is made on June 15, 2001,

BETWEEN

KEVIN M. CORLEY, MARRIED,

whose address is 747 Princeton Avenue, Lanoka Harbor, New Jersey 08734,

referred to as the Grantor,

AND

OCEAN MENTAL HEALTH SERVICES, INC.,

whose post office address is about to be 71 Village Drive, Barnegat, New Jersey 08005,

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of NINETY SEVEN THOUSAND AND 00/100 DOLLARS ----------($97,000.00).

The Grantor acknowledged receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of BARNEGAT TOWNSHIP
Block No. 114.24, Lot No. 12 Account No.
☐ No property tax identification number is available on the date of this Deed. (Check box if applicable).

Property. The property consists of the land and all the buildings and structures on the land in the TOWNSHIP OF BARNEGAT, County of OCEAN and State of New Jersey. The legal description is:

SEE LEGAL DESCRIPTION RIDER ATTACHED AS SCHEDULE A.

BEING the same premises as conveyed to Kevin M. Corley, by Deed from Elisa Real, Unmarried, dated January 16, 1987, and recorded on March 17, 1987, in the Ocean County Clerk's Office in Deed Book 4525, Page 384.

SUBJECT TO EASEMENTS, CONDITIONS, AND RESTRICTIONS OF RECORD, IF ANY.

COUNTY OF OCEAN
CONSIDERATION 97,000.00
REALTY TRANSFER FEE 339.50
DATE 6-5-01 BY BM

Record and Return To:
Truex Abstract, Inc.
P.O. Box 188
Brielle, N.J. 08730
TA 20737

This Document is Certified to be a True Copy

TA-20737

OR BK 10453 PG 0489

DESCRIPTION

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

BEING known and designated as Lot 12 Block 20 as shown on a map entitled, "Final Map of Section 9, Barnegat Villages (Settler's Landing) Union Township, Ocean County, New Jersey", filed in the Ocean County Clerk's Office on January 30, 1973 as Map Number C-130.

SAID premises is also described as follows:

BEGINNING at a point in the southwesterly line of Village Drive. Said point being distant 357.86 feet in a southerly direction, along the southwesterly line of Village Drive, from a point in the corner formed by the intersection of the southwesterly line of Village Drive with the line dividing Sections 9 & 10 of "Barnegat Villages (Settler's Landing) Union Township, Ocean County, New Jersey", and thence

(1) Running in a southerly direction, along the southwesterly line of Village Drive, following a curve to the left having a radius of 900.00 feet, a distance of 58.34 feet to a point; thence

(2) South 78 degrees 12 minutes 11 seconds West 100.00 feet to a point; thence

(3) Running in a northerly direction, following a curve to the right having a radius of 1,000.00 feet, a distance of 64.82 feet to a point; thence

(4) North 81 degrees 55 minutes 01 seconds East 100.00 feet to the point and place of BEGINNING.

THIS description has been drawn from a survey made by Thomas H. Stuart, Jr., P.L.S., dated May 29, 2001.

NOTE FOR INFORMATION ONLY: The aforesaid premises is known as Lot 14, in Block 114.24, on the Barnegat Township Tax Map.

This is not a certified copy

OLD REPUBLIC TITLE

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

_____ (Seal)

DEBRA M. HIMBER, ESQ.

Kevin M. Corley (Seal)

KEVIN M. CORLEY

STATE OF NEW JERSEY, COUNTY OF OCEAN SS:

I CERTIFY that on June 15, 2001,

KEVIN M. CORLEY personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached deed;
(b) executed this deed as his or her own act; and,
(c) made this deed for $97,000.00 and other good and valuable consideration as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

DEBRA M. HIMBER, ESQ.
Attorney at Law of New Jersey

RECORD & RETURN:

This is Not a Certified Copy

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALESI, PE, PP, CME

TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

March 29, 2018

Via Certified Mail

Anil Singh, Vice President of Residential Services
Allies, Inc.
1262 Whitehorse-Hamilton Square Road, Building A, Suite 101
Hamilton, NJ 08690

Re: Official Information Request re:
Group Homes and Special Needs Housing for Barnegat Township
131 Bayshore Drive and 345 Hawthorne Lane

Dear Mr. Singh:

The Township of Barnegat is currently preparing its Housing Element and Fair Share Plan as part of the court-ordered compliance process regarding its affordable housing obligation. This letter is an official request for specific information regarding existing group homes and other sites that provide special needs housing so that they may be formally and officially documented.

This request is on behalf of the Township of Barnegat whom CME Associates represents as its Affordable Housing Planning Consultant. We have documentation from 2010 noting that your facility located at 131 Bayshore Drive has 5 bedrooms designated for very low income special needs residents with controls through 2021. We also have documentation indicating that although Allies, Inc. does not own the 10-bedroom facility located at 345 Hawthorne Lane, Allies is the operator of the facility. We need to verify the number of bedrooms and the duration of affordability controls, as well as whether or not Allies, Inc. intends to pursue an extension of expiring controls for the Bayshore Drive facility.

Two Supportive and Special Needs Housing Surveys are attached for you to complete for each site and return. We also need a copy of your deed if restrictions are placed on the properties and confirmation that residents are 18 years of age and older. Please include a copy of any appropriate licenses and the Certificate of Occupancy/CO that you possess for these sites when you return this information. Materials can be faxed to 732-409-0756, scanned and emailed to mbuccicarter@cmeusa1.com or mailed to the address below.

The Township of Barnegat and its professionals appreciate your assistance in this matter. These materials are needed by the end of April. If you have any questions please do not hesitate to contact me via email or telephone. I can be reached at 732-462-7400.

Very truly yours,

CME Associates
On Behalf of Barnegat Township

Maryann Bucci-Carter, PP, AICP
Affordable Housing Planning Consultant

cc: Township Attorney

S:\Barnegat\PLANNING\Affordable Housing\Supportive and Special Needs Housing\Letters\131 Bayshore Drive and 345 Hawthorne Lane.docx

License No. GH1031

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

ALLIES, INC.

Madison Corporate Ctr, Bldg A, Suite 101
1262 Whitehorse-Hamilton Square Road
Hamilton Sq, NJ 08690

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a

Group Home Developmental Disability

for 5 individuals

at

131 BAYSHORE DR
BARNEGAT, NJ 08005

This License is effective from 03/31/2017 to 03/31/2018

Elizabeth Connolly, Acting Commissioner
Department of Human Services

License No. SA2040

State of New Jersey

Department of Human Services

Office of Licensing

LICENSE

ALLIES, INC.

Madison Corporate Ctr, Bldg A, Suite 101
1262 Whitehorse-Hamilton Square Road
Hamilton Sq, NJ 08690

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department, is hereby licensed as a

Supervised Apartments

for 10 individuals

at

345 HAWTHORNE LANE, APTS. 3101, 3102, 6101, 7101, 7102
BARNEGAT, NJ 08005

This License is effective from 03/31/2017 to 03/31/2018

Elizabeth Connolly, Acting Commissioner
Department of Human Services

APPENDIX R

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
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TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

CME ASSOCIATES

Memorandum

DATE: May 7, 2018

TO: Peter Van den Kooy, PP, AICP
Maryann Bucci-Carter, PP, AICP
Julia Bordelon

FROM: John J. Hess, PE, PP, CME, Township Engineer

CC: Phil Caton, PP, FAICP
Emily Goldman, PP, AICP

RE: Barnegat Township – Serviceability of Proposed Sites

In response to the Special Master's request for site suitability statements relative to the availability of water and sewer service for the Shoreline Sand and Gravel/Compass Point site, the Sweet Jenny's site, and the West Cherry Street site, I offer the following:

- The Shoreline Sand and Gravel/Compass Point site consisting of multiple lots in Blocks 92, 92.103, 92.104, 92.105, 92.106, 92.107, 92.108, 92.109, and 92.113 is located within the existing Barnegat Township sanitary sewer and water system service areas.

- The Sweet Jenny's site consisting of Block 195, Lots 5 and 6.01 is located within the existing Barnegat Township sanitary sewer and water system service areas.

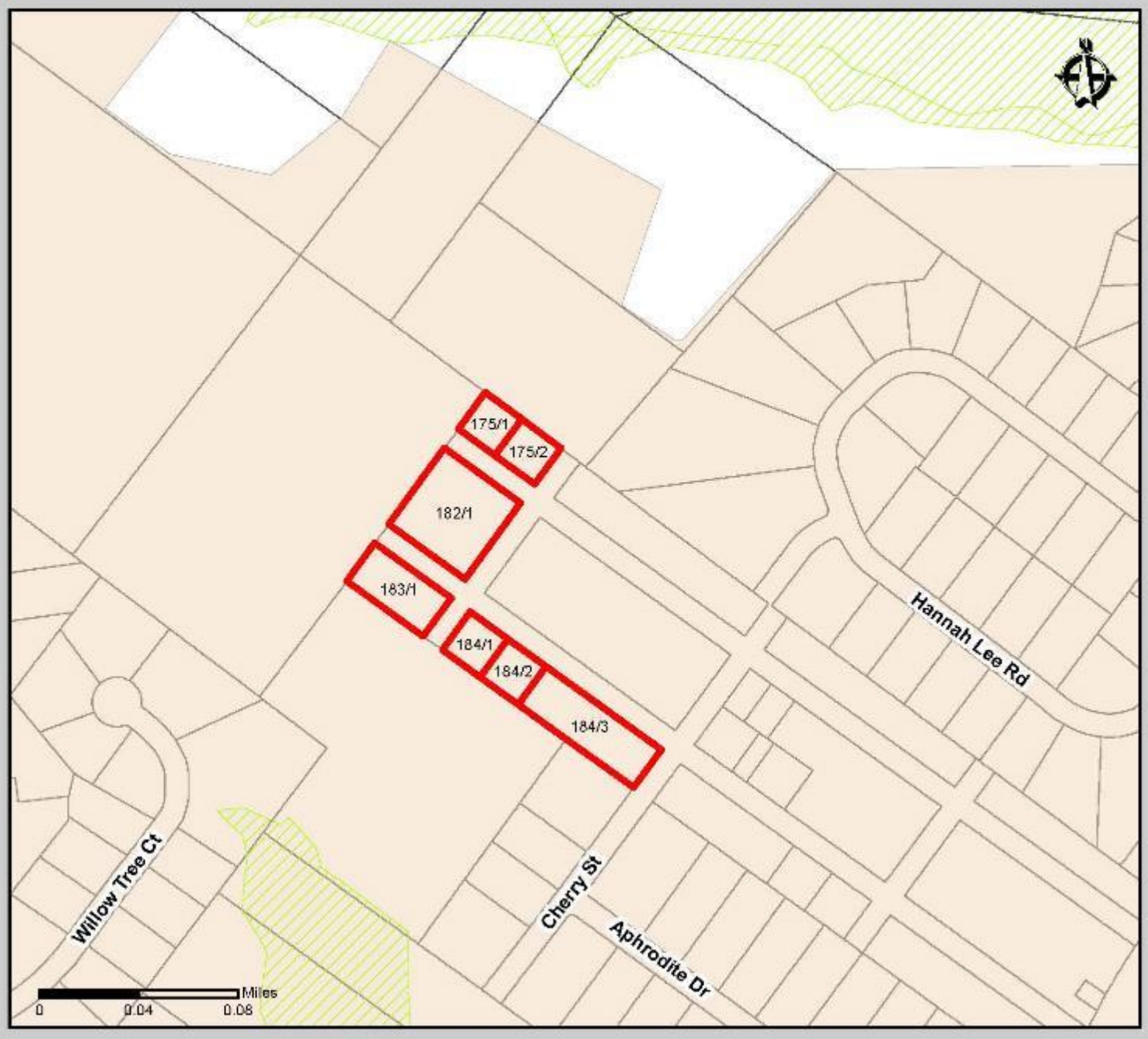
- The West Cherry Street development consisting of Block 175, Lots 1 and 2, Block 182, Lot 1, Block 183, Lot 1, and Block 184, Lots 1, 2, and 3 is located within the existing Barnegat Township sanitary sewer and water system service areas.

- Based on my review, I find that the Barnegat Township sanitary sewer and water systems have adequate capacity to service the Shoreline Sand and Gravel/Compass Point site, the Sweet Jenny's site, and the West Cherry Street site.

CONSULTING AND MUNICIPAL ENGINEERS
849 W. BAY AVENUE, SUITE 7 • BARNEGAT, NEW JERSEY 08005 • (732) 410-2650 • FAX: (609) 698-1680

APPENDIX S

PROPOSED WEST CHERRY STREET BARNEGAT, N.J.



ENVIRONMENTAL CONSTRAINTS MAP

BARNEGAT TOWNSHIP
OCEAN COUNTY
NEW JERSEY

Legend

- Wetlands
- Sewer Service Area
- Project Lots
- Parcels

Source: NJDEP, NJGIN, FEMA

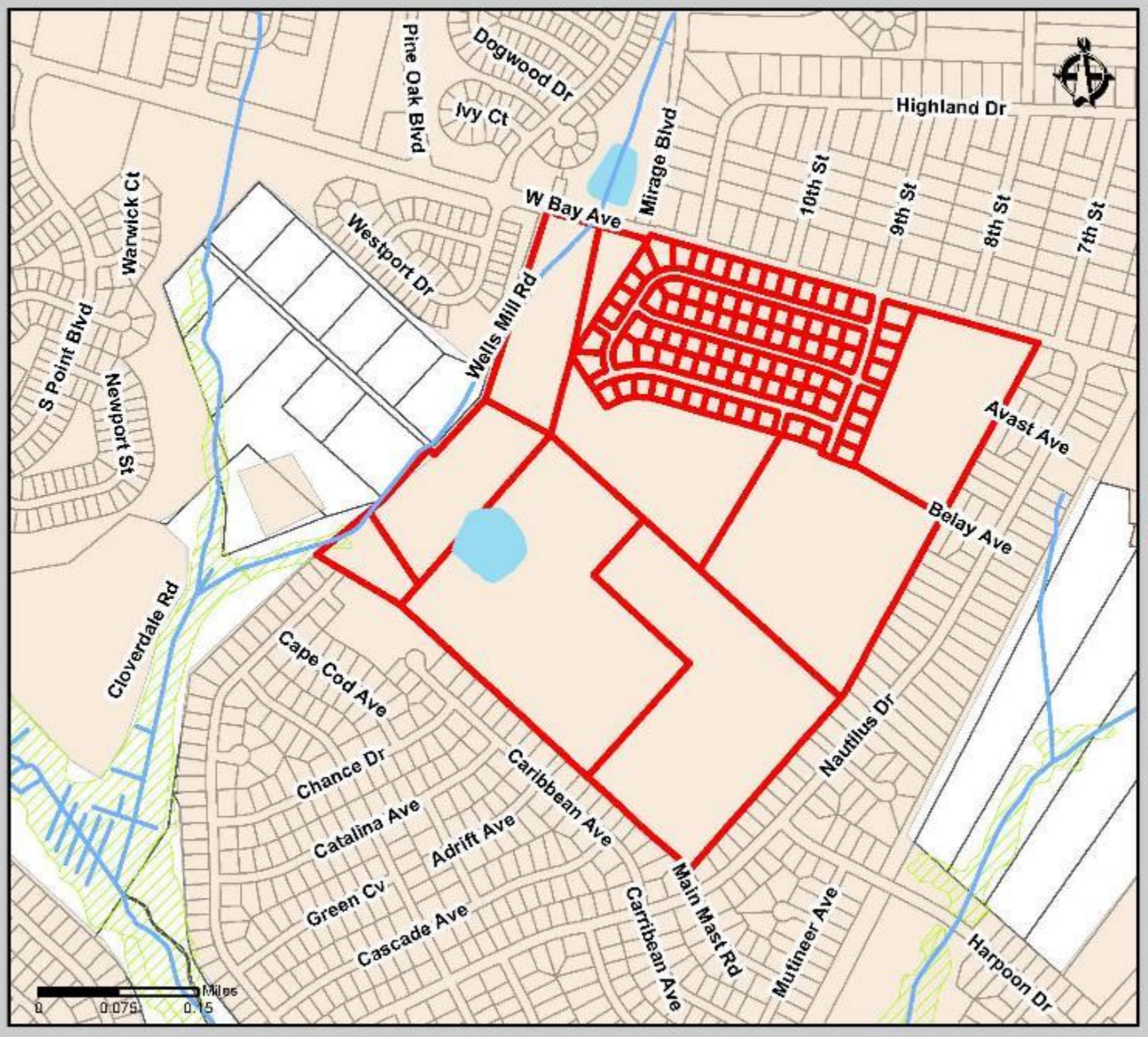
CME ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS

2141 HIGHLANDTOWN AVENUE, PARLIN, N.J. 08859
1460 ROUTE 9 SOUTH HOWELL, N.J. 07731
3759 ROUTE 1 SOUTH SUITE 103, MONMOUTH JUNCTION, NJ 08852
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

WWW.CMEUSA.COM

DATE	SCALE	LAST REVISED	CREATED BY
6/4/2018	1 in = 300 feet	N/A	AB

COMPASS POINT/VERNON BARNEGAT, N.J.



ENVIRONMENTAL CONSTRAINTS MAP

BARNEGAT TOWNSHIP
OCEAN COUNTY
NEW JERSEY

Legend

- Stream
- Waterbody
- Wetlands
- Sewer Service Area
- Project Area
- Parcels

Source: NJDEP, NJGIN, FEMA

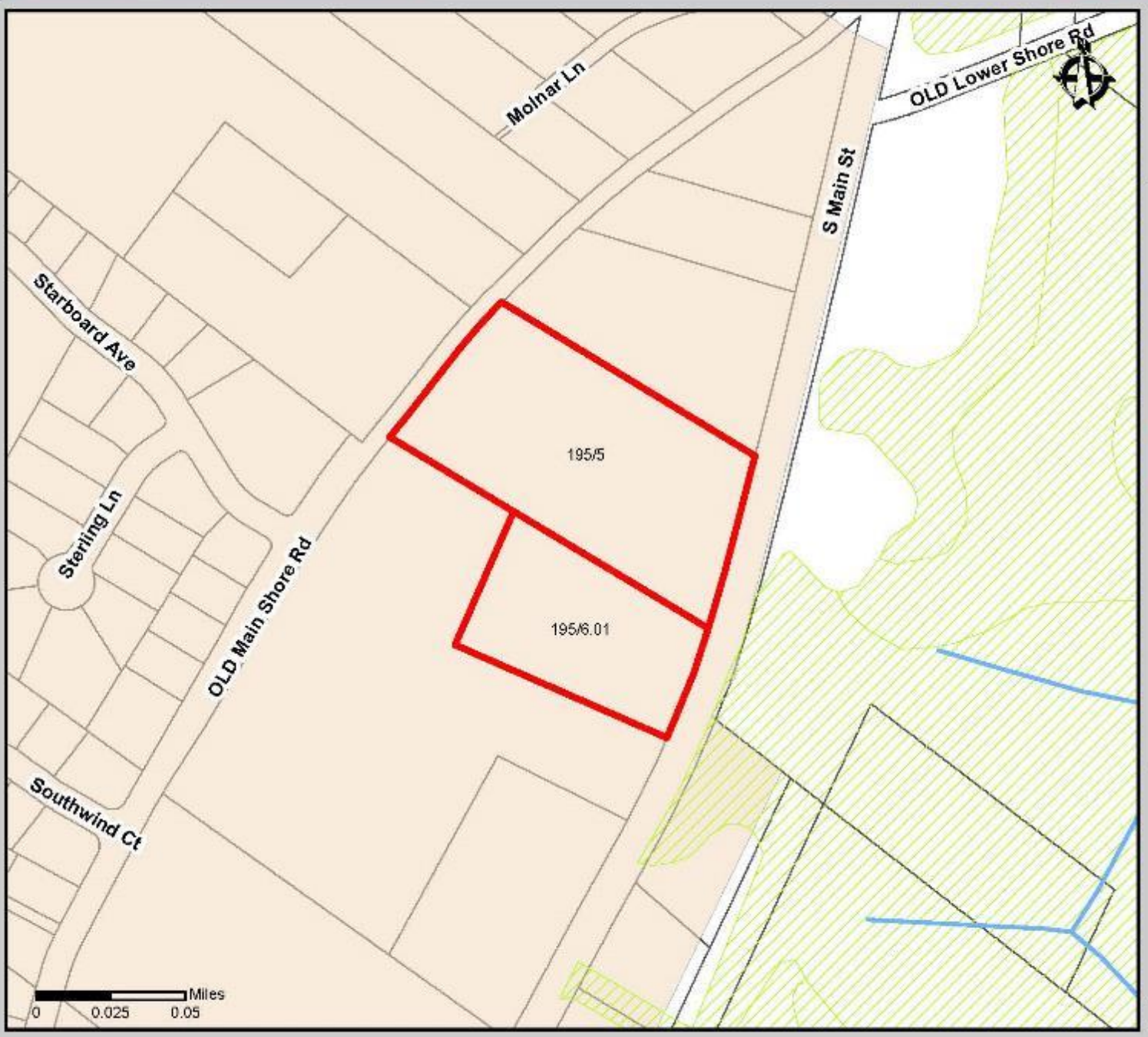
CME ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS

2141 HIGHLANDTOWN AVENUE, PARLIN, N.J. 08859
1460 ROUTE 9 SOUTH HOWELL, N.J. 07731
3749 ROUTE 1 SOUTH SUITE 101, MONMOUTH JUNCTION, NJ 08852
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

WWW.CMEASSOC.COM

DATE	SCALE	LAST REVISED	CREATED BY
6/4/2018	1 in = 700 feet	N/A	JB

SWEET JENNY'S BARNEGAT, N.J.



ENVIRONMENTAL CONSTRAINTS MAP

BARNEGAT TOWNSHIP
OCEAN COUNTY
NEW JERSEY

Legend

- Stream
- Wetlands
- Sewer Service Area
- Project Area
- Parcels

Source: NJDEP, NJGIN, FEMA

CME ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
3141 BORDENTOWN AVENUE, PARLIN, N.J. 08859
1460 ROUTE 9 SOUTH SUITE 108, HOWELL, N.J. 07731
2200 ROUTE 1 SOUTH SUITE 108, MONMOUTH JUNCTION, N.J. 08852
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102
WWW.CMEUSA.COM

DATE	SCALE	LAST REVISED	CREATED BY
5/4/2018	1 in = 250 feet	N/A	JH

APPENDIX T

BARNEGAT TOWNSHIP:
AFFORDABLE HOUSING SITE MAP

N
W E
S

Four Seasons at Mirage
B 95.16-95.57, Multiple Lots
Age-Restricted-for-Sale - 32 units

Compass Point/Vernon
B 92, 92.103, 92.104, 92.105, 92.106, 92.107, 92.108, 92.109, 92.113, Multiple Lots
Family Rental - 8 units

Paramount Homes
B 90, 90.22, 92, Multiple Lots
Age Restricted - 57 affordable

Emerald Terrace
B 114, L 14.02
Age-Restricted Rental - 8 units

West Cherry St Development
B 175, L 1&2, B 182, L 1, Block 183, L 1, B 184, L 1,2,3
For-Sale - 1 unit

19 Nautilus Avenue
B 114.19, L 10
Special Needs - 1 unit

71 Village Drive
B 114.24, L 12
Special Needs - 1 unit

Freedom Hills
B 114.59-114.63, Multiple Lots
Family-for-Sale - 15 units

Independence Place
B 114.36, 114.50, 114.51, Multiple Lots
Family-for-Sale - 8 units

TC-CV & TC-CPHD Accessory Apartments Overlay
Multiple Blocks, Multiple Lots
Family Rental - 10 units

900 Barnegat Boulevard
B 144.01, L 5.02
Special Needs - 1 unit

High Point
B 142.05, 142.07 & 142.08, Multiple Lots
Family-for-Sale - 4 units

Whispering Hills Apartments/345 Hawthorne Lane Apartments
B 144.08, L 1
Family Rental - 52 units/Special Needs - 10 units

J.S. Development
B 174.08, L 1-25
Single-family - Three affordable

Tedesco Homes
B 114.70, L 5 & 8
Family-for-Sale - 2 units

70 Schooner Avenue
B 114.26, L 27
Special Needs - 1 unit

55 Old Main Shore Road
B 114.54, Lot 21.03
Special Needs - 4 Units

Barnegat Senior Apartments
B 195.03, L 12
Age-Restricted Rental - 70 units

Sweet Jenny's
B 195, L 5 & 6.01
Family Rental Units - 92

Laurel Oaks
B 159, L 2.01 & 3.01
Family Rental - 93 units

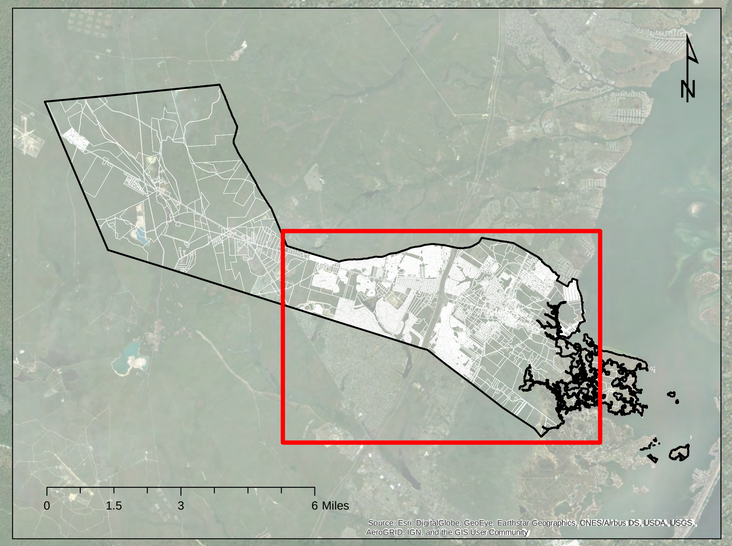
Patriot's Cove
B 146.01, L 6.09
Family Rental - 46 units

131 Bayshore Drive
B 196.01, L 64
Special Needs - 5 units

17A Emerald Drive
B 208.08, L 2CA
Special Needs - 2 units

15 Gibraltar Court
B 208.09, L 34.04C
Special Needs - 1 unit

21 Mediterranean Court
B 208.09, L 43.03
Special Needs - 1 unit



Legend

- Family Rental
- Age-Restricted Rental
- Family-for-Sale
- Age-Restricted-for-Sale
- Supportive/Special Needs
- Parcels
- Township Boundary

0 0.25 0.5 1 Miles

Source: NJGIN
Drawn By: CD/TA/JB
Date: 5/7/2018

CME ASSOCIATES

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

APPENDIX U

2017-208

FAIR SHARE HOUSING CENTER

Peter J. O'Connor, Esq.
Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammler, Esq.
Joshua D. Bauers, Esq.

April 20, 2017

RECEIVED

APR 24 2017

BARNEGAT TOWNSHIP CLERK

Jerry J. Dastl, Esq.
Dastl, Murphy, McGuckin, Ulaky, Koutsouris & Connors
The Clocktower Building
620 West Lacey Road
Post Office Box 1057
Forked River, New Jersey 08731

Re: In the Matter of the Application of Barnegat, County of Ocean, Docket No. OCN-L-1856-15

Dear Mr. Dastl:

This letter memorializes the terms of a settlement reached between the Township of Barnegat (the Township or "Barnegat"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this settlement, a defendant in this proceeding. This letter agreement supersedes the November 1, 2016 partial settlement agreement in this matter in its entirety.

Background

Barnegat filed the above-captioned matter on July 2, 2015, seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 53:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. By agreement dated November 1, 2016, FSHC and the Township settled the allocation of affordable housing obligations to Township for the period 2015-2025. That agreement provided as follows: "FSHC and the Township hereby agree that the Township's prospective affordable housing obligation for the period 2015-2025 is 121 units, which reflects a 30-percent discount from the obligation calculated in the May 2016 report prepared by David N. Kinsey, PhD, PP, FAICP, entitled NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY. The November 1, 2016 agreement included this additional provision: "This settlement does not resolve any issues as to Barnegat's present need obligation nor the obligation, if any, arising from the period between July 1, 1999 and July 1, 2015, which is currently the subject of a pending appeal before the New Jersey Supreme Court, Docket No. 77,565. These issues are specifically reserved for future adjudication in the pending declaratory judgment trial court proceeding, Docket No. OCN-L-1856-15, which is anticipated to proceed before the Honorable Mark A. Troncone, J.S.C. following the Supreme Court's decision in Docket No. 77,565.

On January 18, 2017, the New Jersey Supreme Court decided In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508, 531 (2017). The Court held that, "in determining municipal fair share obligations for the Third Round, the trial courts must employ an expanded definition of present need. The present-need analysis must include, in addition to a calculation of overcrowded and deficient housing units, an analytic component that addresses the affordable housing need of presently existing New Jersey low- and moderate-income households, which formed during the gap period and are entitled to their delayed opportunity to seek affordable

housing." Id. at 531. Following that decision, the Township and FSHC agreed to fully and finally settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The 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 ("the Plan"), that conforms to the terms of this agreement and through the implementation of the Plan and this agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).

2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.

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

Rehabilitation Share	86
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	329
Third Round (1999-2025) Prospective Need	367

4. For purposes of this agreement, the 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 its January 18, 2017 decision in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508, 531 (2017).

5. The Township's efforts to meet its present need include the following: The Township will participate in Ocean County's housing rehabilitation program, which is available to as to both homeowner-occupied and tenant-occupied housing, and use available trust funds for this purpose. This is sufficient to satisfy the Township's present need obligation of 86 units.

6. As noted above, the Township has a Prior Round prospective need of 329 units and a Third Round prospective need of 367 units. The combined obligations of 696 units is met and exceeded as follows:

	Units	Credits Relied Upon in this Agreement	Bonuses	Notes
Credits Without Controls	28	28	0	Credits without controls
The combined obligation of 696 units, with a reduction for 28 credits without controls, leaves an obligation of 668 units, which is satisfied as follows:				
FAMILY FOR-SALE				
Block 142.01, Lot 1; Block 142.02, Lot 2.01 (High Point at Barnegat)	4	4	0	Constructed and Occupied
Block 174.08, Lots 1-25 (J.S. Development)	3	3	0	Built in 2006-2008
Block 114.55, Lots 26-27 (Freedom Hills)	15	15	0	Constructed and Occupied
Block 114.54, Lot 15.05 (Tedesco Homes)	2	2	0	Constructed and Occupied
Projected Yield from Vacant ML-2 Zone	11	11	0	Based on available vacant land and ML-2 zone requirements (10% low/mod set aside)
Independence Place	8	8	0	
Age-Restricted For-Sale				
Block 94, Lots 2-3 (Mirage)	32	32	0	Constructed and Occupied
*Paramount Homes	56	56	0	
FAMILY RENTAL				
Block 144.01, Multiple Lots (Whispering Hills)	18	18	18	Constructed and Occupied
Block 159, Lot 2 and 3 (Laurel Oaks)	47	47	47	Constructed and Occupied
Patriot's Cove	46	46	46	
Whispering Hills	34	34	34	
Laurel Oaks	46	46	12	
Vernon/Compass Point on- or off-site	100	100	0	See details below.
AGE-RESTRICTED RENTAL				
Block 195.03, Lot 12 (Barnegat Senior Apartments)	70	54	0	Constructed and Occupied
Block 114, Lot 14.02 (Emerald Terrace Apartments)	32	32	0	Constructed and Occupied

SUPPORTIVE/SPECIAL NEEDS HOUSING				
Block 114.24, Lot 12 (71 Village Drive)	1	1	1	Established 2001
Block 208.08, Lot 2CA (17A Emerald Drive)	3	3	3	Established 1998
Block 208.09, Lot 34.04C (15 Gibraltar Court)	1	1	1	Established 1997
Block 208.09, Lot 43.03 (21 Mediterranean Court)	1	1	1	Established 2001
Block 114.19, Lot 10 (19 Nautilus Avenue)	1	1	1	Established 2007
Block 114.54, Lot 21.03 (55 Old Main Shore Road)	4	4	3	Established 2006
70 Schooner Ave Supportive Housing	1	1	0	
131 Bayshore Drive Supportive Housing	5	5	0	
Total:		**525**	**167**	**525=692 (which provides a 24-unit surplus (692-668=24))**

Barnegat agrees to provide information regarding crediting of the units reference in the above chart during the compliance phase of this litigation. The municipality during the compliance phase shall demonstrate how undeveloped components of the compliance mechanisms referenced above provide a realistic opportunity for the provision of affordable housing in accordance with applicable law and the terms of this settlement agreement.

7. The following provisions relate to the 100-unit Vernon/Compass Point on- or off-site family rental development referenced in the above chart:
    a. The Township agrees to ensure that the affordable housing obligations for the Vernon and Compass Point developments are met through the provision of family affordable housing. The currently age-restricted affordable housing obligation for the Vernon and Compass Point developments may be satisfied on-site as a family development or be satisfied off-site as a family development east of the Garden State Parkway.
    b. Together, the affordable housing obligations for the Vernon and Compass Point developments total 100 units.
    c. The Township will assist if necessary and encourage both developers to combine their resources to construct one family rental affordable housing complex east of Route 9, for all of the approximately 100 affordable family units.
    d. The family units to be developed and made available by these developers on the east side of the Parkway will be staged to coincide with the time within which 40% of the total number of market units in the Vernon and Compass Point developments are issued certificates of occupancy.
    e. The developers will have until December 31, 2018 to locate and acquire a site for this new complex, presumably along Route 9, similar to the areas in which Walters has now constructed two (2) affordable housing complexes, one (1) age restricted and one (1) family. If either of the developers do not control land east of the

Garden State Parkway within one year of receiving preliminary approval from the Planning and/or Zoning Board or on or before December 31, 2018, whichever is first, the developers must subdivide sufficient land on the west side of the Garden State Parkway from their age-restricted property to accommodate their family units.

f. Further details regarding how the Township will provide a realistic opportunity for these 100 affordable units will be provided following the fairness hearing in this matter, during the compliance phase of the litigation. The Township agrees during the compliance phase to take all necessary steps to provide a realistic opportunity for the 100 affordable family units by, among other things, adopting ordinances, and amending redevelopment plans.

8. The Township agrees to require 13% of all units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval as of that date, to be very low income units, with half of the very low income units being available to families. Reporting regarding this paragraph shall occur in accordance with paragraph 18b, below.

9. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:

   a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d). The chart in paragraph 6 above complies with this requirement.

   b. At least 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.

   c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families. With a Prior Round and Third Round total of 394 rental units, including 291 family rental units, Barnegat has satisfied this requirement. Third Round family rental developments Patriot's Cove, Whispering Hills, Laurel Oaks, and Vernon/Compass Point on- or off-site units together, with a total of 226 family rental units, exceed the Third Round Prospective Need minimum family rental requirement of 46 Third Round family rental units.

   d. At least half of the units addressing the Third Round Prospective Need in total must be available to families. This requirement is satisfied and exceeded through a total of 20 family for sale units at Third Round family for sale developments provided through the Vacant ML-2 Zone and Independence Place and through Third Round family rental developments Patriot's Cove, Whispering Hills, Laurel Oaks, and Vernon/Compass Point on- or off-site units, which total of 226 family rental units.

   e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation. The chart in paragraph 6 above complies with this requirement both as to the Prior Round and the Third

Round.

10. 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, 14 Clifton Ave. S., Lakewood, NJ 08701, the Latino Action Network, PO Box 943, Freehold, NJ 07728, NAACP Toms River Branch, PO Box 5144, Toms River 08754, and NAACP Ocean County/Lakewood Branch, PO Box 836,Lakewood, NJ 08701, OCEAN, Inc., S&F Plaza, 2008 Rt. 37 East – Suite 12, Toms River, NJ 08753, the New Jersey Housing Resource Center, 637 South Clinton Avenue, P.O. Box 18550, Trenton, NJ 08650, and the Supportive Housing Association, 15 Alden St # 14, Cranford, NJ 07016, 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 paragraph.

11. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law.

12. 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.

13. As an essential term of this settlement, within sixty (60) days of Court's approval of this Settlement Agreement, the Township shall introduce an ordinance providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this settlement agreement and the zoning contemplated herein.

14. The parties agree that if a decision of a court of competent jurisdiction in Ocean 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 (20%) percent than 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 implement the fair share plan attached hereto, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement 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.

Within 90 days of this agreement, the Township will amend its ordinances to require an increase in the affordable housing development fees. The Township will adopt ordinances imposing a 1.5 percent development fee for residential developments and a 2.5 percent development fee for non-residential developments. Within 90 days of this agreement, the Township additionally agrees to adopt an ordinance, subject to the review of FSHC and the Special Master, providing that if the Township permits the construction of multi-family or single-family attached residential development that is "approvable" and "developable," as defined at N.J.A.C. 5:93-1.3, at a gross residential density of 6 units to the acre or more, the Borough shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning with the effective date of this Agreement to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project, which consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Township's Planning or Zoning Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. Nothing in this paragraph precludes the Township from imposing an affordable housing set aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is 20 percent; for projects in which the low and moderate income units are to be offered for rent, the appropriate set-aside percentage is 15 percent. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in the Settlement Agreement or Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein. The Township may permit developers to pay in lieu payments to the municipality at a rate that allows for the provision of the required number of affordable units off-site, provided that the municipality shall not accept payments in lieu of on site construction with regard to any of the affordable units addressed in the chart in paragraph 6, above.

15. The Township will prepare a spending plan to be reviewed by the Special Master and Court prior to the compliance hearing in this matter. The spending plan will address the "commitment" of trust funds for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, within 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, and every anniversary thereafter through the end of 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.

16. 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 FSHC.

17. 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:
    a. 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 its 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.
    b. 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.

18. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

19. The Township will pay $5000 to Fair Share Housing Center in payment of its attorney fees within 30 days of the court's approval of this agreement at a fairness hearing.

20. This settlement 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. In the event the Court approves this proposed settlement, the parties contemplate 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 the settlement agreement is rejected by the Court at a fairness hearing it shall be null and void.

21. If an appeal is filed of the Court's approval or rejection of the Settlement 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 the Settlement 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.

22. This settlement agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Ocean County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.

23. 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.

24. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

25. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. No member, official or employee of the Borough shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

32. 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.

33. 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:

Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: kevinwalsh@fairsharehousing.org

TO THE TOWNSHIP:

Jerry J. Dasti, Esq.
Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors
The Clocktower Building
620 West Lacey Road
Post Office Box 1057
Forked River, New Jersey 08731
Telecopier: 609-971-7093
Email: JDasti@dmmlawfirm.com

WITH A COPY TO THE MUNICIPAL CLERK:

Clerk,
Barnegat Township
900 West Bay Avenue
Barnegat, NJ 08005
Telecopier: 609-698-7980
Email: clerk@barnegat.net

WITH A COPY TO THE SPECIAL MASTER:

Philip B. Caton, P.P., F.A.I.C.P
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

Phone: (609) 883-8383
Email: pcaton@cchnj.com

Please sign below if these terms are acceptable.

Sincerely,

Kevin D. Walsh, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Township of Barnegat, with the authorization of the governing body and Planning Board:

Jerry J. Dasti, Esq.
Dated: April 20, 2017

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JERRY J. DASTI, ESQ. [I.D. No. 005441973]
620 West Lacey Road
Post Office Box 1057
Forked River, New Jersey 08731
(609) 971-1010 FAX (609) 971-7093
Attorneys for Declaratory Plaintiff, Township of Barnegat

IN THE MATTER OF THE APPLICATION OF:

THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
OCEAN COUNTY

DOCKET NO.: OCN-L-1856-15

CIVIL ACTION – MOUNT LAUREL

CONSENT ORDER APPROVING SUPPLEMENTAL SETTLEMENT AGREEMENT BETWEEN THE TOWNSHIP OF BARNEGAT, FAIR SHARE HOUSING CENTER, III WEST BAY AND NAUTILUS, LLC AND BARNEGAT HILLS ASSOCIATES, LP AND APPROVING THE REDEVELOPMENT PLAN TERM SHEET AGREED TO BY THE AFOREMENTIONED FOUR (4) PARTIES

FILED
DEC -5 2017
JUDGE FRANCOMES CHAMBERS

THIS MATTER having been opened to the Court by Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors, P.C. on behalf of the Declaratory Plaintiff, Township of Barnegat (hereinafter referred to as "the **Township**" or "**Barnegat**") via Declaratory Judgment Complaint filed on July 2, 2015 to approve the Township's Housing Element and Fair Share Plan (hereinafter referred to as the "Fair Share Plan") in response to In Re: Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) ("Mount Laurel IV"); and the Court having granted the Township temporary immunity from all Mount Laurel lawsuits from the time of the filing of the Township's Declaratory Judgment action (hereinafter referred to as the "DJ Action"); and

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the Court having appointed Philip Caton, P.P./FAICP, as the Special Mount Laurel Master (hereinafter referred to as the "Special Master"); and Fair Share Housing Center (hereinafter referred to as "**FSHC**") having participated in the Township's DJ Action as an interested party and not by way of formal Motion to Intervene; and having reached a Settlement Agreement dated April 20, 2017 with Barnegat fully resolving the Township's DJ Action (hereinafter referred to as "Settlement Agreement"), superseding an earlier Agreement between the Township and FSHC that partially resolved the Township's DJ Action; and Frank J. Petrino, Esquire having filed with the Court an objection to the April 20, 2017 Settlement Agreement on behalf of 1111 West Bay and Nautilus, LLC (hereinafter referred to as "**Shoreline**"); and on June 13, 2017, John Paul Doyle, Esquire having filed with the Court an objection to the April 20, 2017 Settlement Agreement on behalf of Barnegat Hills Associates, L.P. (hereinafter referred to as "**Compass Point**"), and as a result thereof FSHC, Shoreline and Compass Point were permitted to intervene and be considered interested parties in this litigation; and the Township Professionals and Representatives of all three (3) Interveners having engaged in successful mediation supervised by the Court's Special Master; and after having agreed upon an Amendment to the prior Settlement Agreement entered into by and between the Township and FSHC on April 20, 2017; and representatives of the parties having represented in open Court their clients' consent to the following Amendment to the aforementioned Settlement Agreement and the Redevelopment Plan Term Sheet (hereinafter referred to as the "Term Sheet"); and the Supplemental Agreement to the aforementioned Settlement Agreement is attached hereto as "**Exhibit A**", which has been executed by representatives of the four (4) participants in this litigation, and the Court having heard representations of all parties and the terms of the agreements having been spread upon the record in open Court before The Honorable Mark A. Troncone, J.S.C. on November 3, 2017, at which time the public was given

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prior notice and an opportunity to comment on the Agreements reached herein; and the Court having scheduled the completion of a Mount Laurel Fairness Hearing on November 3, 2017 to consider whether the terms of the agreement are fair and reasonable to low and moderate income households of the region; and the Township having provided adequate notice of the Fairness Hearing to the public, all known affordable housing advocates in the region and interested parties; and no written objections to the Agreement having been filed in response to the notice; and the Township having prepared an Affidavit of Public Notice providing documentary proof of adequate notice; and the Special Master having reviewed the Agreement and, on June 19, 2017, having issued a Master's Report (hereinafter referred to as the "Report") evaluating the fairness of the Settlement Agreement; and the Master having concluded in his Report that the Settlement Agreement is fair and reasonable to the region's low and moderate income households; and the Master having further recommended in his Report for the Court to approve the Settlement Agreement subject to certain conditions to be completed in advance of a Final Compliance Hearing; and the Township having provided the Court, the Special Master and FSHC with all relevant documents prior to the Hearing and in conjunction with its efforts to secure approval of the Settlement Agreement; and the Court having conducted the Fairness Hearing on June 23, 2017 and November 3, 2017; and the Township, FSHC, Shoreline and Compass Point having participated in the Hearing and having expressly supported the proposed Supplemental Agreement and the Term Sheet as advancing the interests of the region's low and moderate income households; and the Special Master having testified in support of the conclusions set forth in his Report and to respond to questions posed by the Court and counsel for the Township, FSHC, Shoreline and Compass Point; and the Court having accepted as evidence in the record the Agreement, Resolution, Affidavit of Public Notice, and the Master's Report; and the Court having marked into evidence as C-1, the proposed Term Sheet ("**Exhibit**

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B"), and as C-2 the Supplemental Agreement to the aforementioned Settlement Agreement; and the Court having considered the documents on the record and the Special Master's testimony; and, as a result of the foregoing, the Court having made at the conclusion of the Hearing various findings of fact and determinations of law as set forth on the record; and good cause therefore appearing:

IT IS on this 5th December day ~~of November~~, 2017,

ORDERED AND ADJUDGED as follows:

1.) The Township published sufficient notice of the Fairness Hearing which (a.) provided all interested parties with a sufficient opportunity to meaningfully submit comments, objections, or support for the proposed Agreement in advance of the Hearing; and (b.) provided interested parties with the opportunity to participate in the Hearing at the discretion of the Court.

2.) Pursuant and to the standards articulated by Judge Skillman in Morris County Fair Housing Council v. Boonton Township, 197 N.J. Super. 359 (Law Div. 1984), and further addressed by the Appellate Division in East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), the Court hereby accepts and approves the Agreement and concludes that said Agreement is fair, reasonable, and adequately protects the interests of the region's lower-income persons.

3.) The Court directs the four (4) parties to return to this Court on March 9, 2018 at 1:30 p.m. for a Final Compliance Hearing, recognizing that the parties need to address the outstanding Conditions referenced in the Report, additional requirements of the Supplemental Agreement and Term Sheet such as amending the existing Redevelopment Plan for the Shoreline and Compass Point Property; consider a Redevelopment Plan for property on Route 9; prepare the necessary Pilot Agreement for the Route 9 property, enabling Ordinances,

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et cetera. In addition, the parties shall advise the Court no later than February 8, 2018 at 1:30 p.m. if they have reached agreement on the remaining issues and if the Township has acted in good faith to address the outstanding obligations in order to implement in full the intent and purpose of the Supplemental Agreement and Term Sheet, and if there is no such agreement, the Court will, at that time, determine how to proceed with this matter.

4.) The Township's current temporary immunity from Mount Laurel lawsuits shall remain in force until March 9, 2018, subject to further Order of the Court.

5.) The agreement as to the Term Sheet which was spread upon the record at the November 3, 2017 Fairness Hearing, and was agreed to by all interested parties, is as follows:

a.) Barnegat Hills Associates, L.P. (hereinafter referred to as "Compass Point") will construct eight (8) family rental units on the Compass Point site. The units will be shielded, landscaped and buffered from the age-restricted housing. In addition, 1111 West Bay and Nautilus, LLC (hereinafter referred to as "Shoreline") and Compass Point may continue to discuss with each other constructing one hundred (100) affordable units on Route 9, rather than ninety-two (92) affordable units on Route 9, and eight (8) affordable units in Compass Point.

b.) Shoreline will be allowed to build up to six-hundred fifty (650) manufactured home pad sites of its site. There is no affordable set aside under these circumstances.

c.) The approximately one-hundred fifteen (115) acre Shoreline site will not be subdivided into individual pad sites.

d.) As part of the Amended Redevelopment Plan, Shoreline will construct a clubhouse of approximately 12,000 sq. ft., with an additional approximate 12,000 sq. ft. of outside recreational areas including bocce court, outdoor swimming pool, picnic areas, fire pits, *et cetera.* For the approximate 12,000 sq. ft. of community area under the roof and enclosed, approximately twenty (20%) percent will be utilized by Shoreline for sales. The remainder will be utilized for the community in terms of lounge area, card room, *et cetera.*

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e.) No family units of any kind will be constructed on the Shoreline site or the Compass Point site (other than the potential eight (8) family affordable housing units). The eight (8) family units to be constructed on the Compass Point site shall be generally located as shown on the attached Concept Plan. The remaining 113 age-restricted, market share, single-family homes shall be constructed on the Compass site.

f.) Shoreline will construct ninety-two (92) affordable housing units and up to twenty-eight (28) market-share rental units on the 6.2 acre site on Route 9. Shoreline will utilize his good efforts to tie up that site which is listed for approximately $900,000.00. The Township will agree to a PILOT Agreement for the ninety-two (92) affordable housing units. However, the twenty-eight (28) market-share units will not be subject to a PILOT Agreement. Shoreline has entered into a contract to purchase property on Route 9 east of the New Jersey Garden State Parkway (Block 195, Lots 5 and 6.01), which property the Township hereby acknowledges and confirms is suitable for development thereon of inclusionary housing, including 92 family affordable units and approximately 28 market rate family units. *In the event that the contract referenced herein does not culminate in a successful closing of title, Shoreline understands its responsibility to obtain similarly suitable property east of the New Jersey Garden State Parkway upon which must be constructed the 92 family affordable units (as well as 28 market rate family units if the property is of sufficient size). The Township will agree to rezone the property and undertake a redevelopment plan of that property in order to confirm that it will be suitable for rehabilitation and redevelopment purposes, and will be suitable for the subject of a pilot agreement.*

g.) Of the ninety-two (92) affordable housing units, fifty (50%) percent will be low income units, including thirteen (13%) percent which will be very low income units, and the affordable housing units will otherwise comply with all requirements of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, *et seq.*, with the exception that in lieu of ten (10%) percent of affordable units in rental projects being required to be at thirty-five (35%) percent of median income, thirteen (13%) percent of affordable units in such projects shall be required to be at thirty (30%) percent of median income. In addition, Shoreline will follow the COAH guidelines in terms of phasing the affordable housing units in with the manufactured home development such that the minimum percentage of the 92 (or 100 if the option in paragraph 5(a.) of this Consent Order is exercised) very-low, low and moderate income units on the Route 9 site shall be completed

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pursuant to N.J.A.C. 5:93-5.6(d) as the corresponding percentage of the six-hundred fifty (650) (higher number if the option in paragraph 5(v.) of this Consent Order is exercised) total market rate, age-restricted housing units are completed on the Shoreline site. For example, if the total number of units is 742 (650+92), Shoreline must have the first affordable unit ready for occupancy before the 163rd market rate unit is occupied. If Compass Point is added (approximately 100 Units) to the Shoreline development pursuant to Paragraph 22 hereof, it would be the 188th market rate unit.

h.) Shoreline shall be responsible for all normal professional fees incurred by the Township for its professional staff including, but not limited to, the Amended Redevelopment Plan, New Redevelopment Plan for Route 9, Site Plan approvals, Zoning Ordinance adoptions, *et cetera*. The Amendments to the Redevelopment Plan shall be prepared and adopted within one-hundred twenty (120) days of the entry of the Order of Preliminary Compliance and the Redevelopment Area designation and Redevelopment Plan for the Route 9 site shall be prepared and adopted within one-hundred twenty (120) days of the entry of the Order of Preliminary Compliance. In addition, as to both sites Shoreline shall be responsible for normal inspection fees. Shoreline will comply with all applicable RSIS standards for all of his sites, including those standards applicable to curbs and sidewalks.

i.) As indicated previously the Township will agree to a PILOT Agreement for the affordable housing units on Route 9, but not the 28 market-share units.

j.) In lieu of payment for the Municipal services pursuant to the Municipal Services Act for the pad sites, inasmuch as the manufactured home development will have private roads, private sewer and water lines under the roads, privately maintained detention basins, *et cetera*, the Township will not require payment of any fees for the pad sites pursuant to the Municipal Services Ordinance previously adopted by the Township.

k.) There will not be individual connections of the pad sites to the sanitary sewer and water facilities in the manufactured home development. Rather the developer will receive one (1) quarterly sewer bill and one (1) quarterly water bill based upon the meter(s) to be constructed and paid for by the developer where the lines meet the existing Township facilities.

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l.) The developer will pay normal sanitary sewer and water connection fees as well as standard quarterly water and sewer fees for the Route 9 site.

m.) As to the manufactured home site there will be one (1) connection fee based upon the size of the meters. Standard rates for the sanitary sewer and water facilities of the manufactured home site will control.

n.) The Township will be responsible for off-site sanitary sewer and water systems. The Township represents that there is sufficient water and sanitary sewer capacity to service all of the sites, including Compass Point. All of the on-site sanitary sewer and water lines shall be constructed by Shoreline or Compass Point. The Shoreline on-site sanitary sewer and water facilities shall remain in private ownership. Compass Point shall determine at the time of site plan/subdivision application whether it intends to have the on-site sanitary sewer and water lines in private ownership or whether they shall be conveyed for no further consideration to the Township. Shoreline/Compass Point will be responsible for any off-site assessments or site improvements mandated by the County of Ocean as a condition of Ocean County Planning Board Approval.

o.) Each of the developers shall comply with the normal rules and requirements of the Pinelands Commission in terms of payment or Pineland Development Credits, remediation issues, if any, *et cetera*.

p.) Inasmuch as there will be no public improvements on the Shoreline site, no performance bonds or maintenance bonds will be required. However, Shoreline will be required to pay the standard inspection fees to the Township for inspecting those improvements. Similarly, in the event that Compass Point decides that there will be no publicly owned improvements on the Compass Point site, no performance bonds or maintenance bonds will be required. However, Compass Point will be required to pay the standard inspection fees to the Township for inspecting those improvements.

q.) Inasmuch as the stormwater management basins shall be constructed by, owned and maintained by Shoreline, there will be no storm water management fees (normally $2,500.00 per unit). Similarly, in the event that Compass Point decides to construct, own and forever maintain the stormwater management basins to be constructed on its site, there will be no stormwater management fees (normally $2,500.00 per unit).

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r.) Shoreline shall provide the appropriate and standard performance guarantees and thereafter maintenance guarantees for the Route 9 site.

s.) Shoreline and Compass Point shall comply with any requirements of the Pinelands Commission in terms of individual site drainage as well as drainage throughout on those properties located in the Pinelands. Shoreline will construct, own and maintain any onsite sanitary sewer or water pumping stations, as needed.

t.) For the Route 9 site, Shoreline shall connect through the sanitary sewer and water facilities, through either adjoining properties or in the rear of the site, by connecting to the mains in Old Shore Road. Unless it chooses to do so, Shoreline will not be required to connect to the sanitary sewer and water facilities for the Route 9 site into Route 9.

u.) A Final Compliance Hearing is scheduled before this Court on March 9, 2018 at 1:30 p.m. By that date the Township and all parties shall act in good faith and work in conjunction to adopt all necessary Redevelopment Plan amendments, new Redevelopment Plan and Pilot Agreement for the Route 9 family rental apartments, *et cetera* (except for the approvals of the Pinelands Commission which may take more time). In addition, the parties shall advise the Court no later than February 8, 2018 at 1:30 p.m. whether the parties are continuing to act in good faith to meet their respective obligations in terms of the needed plan amendments and adoption of the new Redevelopment Plan and enabling Ordinances.

v.) If Shoreline, or an entity in which Shoreline retains a substantial (50%) interest, purchases the Compass Point property, Shoreline will be permitted to construct manufactured homes on the Compass Point property at the same yield per acre as the Shoreline Sand & Gravel property, and pursuant to the same terms and conditions applicable to the Shoreline site set forth herein. The project shall be buffered from West Bay Avenue by the construction of a berm, as well as heavy wooded and other landscaping within a 50 ft. front yard setback.

w.) An Amendment to the Shoreline and Compass Point Redevelopment Plan and a Redevelopment Plan and PILOT Agreement for the Route 9 project shall be prepared and all adopted or approved within one-hundred twenty (120) days of the adoption of the Order of Preliminary Compliance. The Route 9

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project would need to obtain appropriate site plan and other outside agency permits and approvals.

x.) The Township will not be required and Shoreline agrees to waive any requirement for Township garbage collection, snow plowing, street cleaning, leaf collection, road maintenance repair, *et cetera*, inasmuch as the Township will agree that the roads and improvements will be privately owned, and in exchange therefore the Township will not impose any Municipal Service Fee pursuant to the existing Township Ordinance. Similarly, in the event Compass Point waives any requirement from the Township for garbage collection, snow plowing, street cleaning, leaf collection, road maintenance repair, *et cetera*, because the Compass Point roads and improvements will be privately owned, in exchange therefore the Township will not impose any Municipal Service Fee pursuant to the existing Township Ordinance.

y.) As part of the redevelopment process, Shoreline and Compass Point acknowledge they will be responsible to pay their pro rata share toward the over-sizing of the off-site sanitary sewer and water facilities in accordance with the agreements previously entered into by and between the Township and Walters Development Company/Mark Madison, LLC. Compass Point and Shoreline acknowledge receipt of the aforementioned Agreements from the Attorney for the Township.

z.) The parties agree that the payment for a two-bedroom, age-restricted, manufactured unit is 0.57 EDUs for sewer, and 0.38 EDUs for water. It is understood that it is the Township's professional opinion and calculation that the aforementioned are the correct EDUs to be charged to Shoreline for purposes of calculating off-site reimbursement due for the expansion of sanitary sewer and water (including pressure reduction) facilities in order to service this site. If there is a disagreement as to this numeric calculation with the developer to whom payment is due, that disagreement shall be resolved between Shoreline and The Walters Group, although the Township shall provide expert opinion from the Township Engineer that this calculation is correct.

aa.) Attached hereto as C-2 is the "Supplemental Agreement in the matter of the Application of Barnegat, County of Ocean, Docket No. OCN-L-1856-15". The parties acknowledge that the aforementioned supplemental agreement is an amendment to the aforementioned Settlement Agreement previously entered into by and between the Township and FSHC dated April 20, 2017. All

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parties herein acknowledge their acceptance and approval of the Supplemental Agreement through their signature to that Supplemental Agreement as well as the Term Sheet which is more specifically set forth hereinabove.

bb.) Counsel for the Township shall provide copies of this Order to all counsel of record and the Court's Standing Master within seven (7) days of receipt.

6. This Consent Order can be entered into in counterparts by counsel for the four (4) aforementioned parties in interest.

THE HONORABLE MARK A. TRONCONE, J.S.C.

I hereby consent to the entry of this Order as to form and content:

DASTI, MURPHY, MCGUCKIN, ULAKY, KOUTSOURIS & CONNORS, P.C.
Attorneys for Declaratory Plaintiff, Township of Barnegat

_____
Jerry J. Dasti, Esquire

FAIR SHARE HOUSING CENTER

_____
Adam M. Gordon, Esquire

ECKERT SEAMANS
Attorneys for 1111 West Bay and Nautilus, LLC (Shoreline Sand and Gravel)

_____
Frank J. Petrino, Esquire

CARLUCCIO, LEONE, DIMON, DOYLE & SACKS, P.C.
Attorneys for Barnegat Hills Associates (Compass Point)

_____
John Paul Doyle, Esquire

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Attorneys for Declaratory Plaintiff, Township of Barnegat

11/16/17

Jerry J. Dasti, Esquire

FAIR SHARE HOUSING CENTER

11/22/17

Adam M. Gordon, Esquire

ECKERT SEAMANS
Attorneys for 1111 West Bay and Nautilus, LLC (Shoreline Sand and Gravel)

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Attorneys for Declaratory Plaintiff, Township of Barnegat

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FAIR SHARE HOUSING CENTER

Adam M. Gordon, Esquire

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Attorneys for LLL West Bay and Nautilus, LLC (Shoreline Sand and Gravel)

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Attorneys for Declaratory Plaintiff, Township of Barnegat

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EXHIBIT A

SUPPLEMENTAL AGREEMENT IN
IN THE MATTER OF THE APPLICATION OF BARNEGAT, COUNTY OF OCEAN
DOCKET NO. OCN-L-1856-15

WHEREAS, The Township of Barnegat ("Township") reached a settlement agreement dated April 20, 2017 with Fair Share Housing Center ("FSHC") (the "Agreement"), which Agreement superseded an earlier partial settlement agreement between the Township and FSHC dated November 1, 2016; and

WHEREAS, on June 9, 2017, Frank J. Petrino, Esq., filed with the Court an objection to the April 20, 2017 settlement agreement on behalf of 1111 West Bay and Nautilus, LLC ("Vernon"), an owner of real property in Barnegat Township referenced in the Agreement as a compliance mechanism in the Agreement; and

WHEREAS, on June 13, 2017, John Paul Doyle, Esq., filed with the Court an objection to the April 20, 2017 settlement agreement on behalf of Barnegat Hills Associates, L.P. ("Compass Point"), an owner of real property in Barnegat Township referenced in the Agreement as a compliance mechanism in that Agreement; and

WHEREAS, the Hon. Mark A. Troncone, J.S.C., having directed the Township, FSHC, Vernon, and Compass Point (collectively "the parties") to attempt to mediate the filed objections to the Agreement with the assistance of the Special Master in this matter, Philip B. Caton, PP, AICP; and

WHEREAS, the parties having through that mediation successfully resolved the objection, subject to certain modifications to the Agreement and the execution of a consent order between the parties to be approved by the Court ("Consent Order"); and

WHEREAS, the parties having agreed to modify the Agreement as follows, with all other terms not explicitly modified remaining in effect:

1. Pargraph 7 of the Agreement is hereby replaced by the following new paragraph 7:

7. The following provisions relate to the 100-unit Vernon/Compass Point on- or off-site family rental development referenced in the above chart:
   a. The Township, Vernon, and Compass Point agree to ensure that the affordable housing obligations for the Vernon and Compass Point developments are met through the provision of family affordable housing, in accordance with the Consent Order. The affordable housing obligation which was originally contemplated to be age-restricted units for the Vernon and Compass Point developments instead will be satisfied as 100 family affordable units as described herein and in the Consent Order.
   b. Together, the affordable housing obligations for the Vernon and Compass Point developments total 100 units.
   c. The Township will assist if necessary and encourage both developers to combine their resources to construct one family rental affordable housing complex east of the Parkway, for all of the approximately 100 affordable family units in accordance with the Consent Order, provided that the 8 units associated with Compass Point, may be constructed on the site owned by Barnegat Hills Associates, L.P. in accordance with the Consent Order.

EXHIBIT C2 11.8.17

d. The affordable rental family units to be developed and made available by each of Vernon and Compass Point, either off site on the east side of the Parkway or, in the case of Compass Point, on its site, will be phased in with the market units to be developed on each of their respective sites (i.e. the Vernon and Compass Point sites west of the Parkway) in accordance with the phasing rules set forth in NJAC 5:93 – 5.6 (d), such that the minimum percentage of very-low, low and moderate income family affordable units shall be completed pursuant to N.J.A.C. 5:93-5.6(d) as the corresponding percentage of the total market housing units on each age-restricted site are completed.

e. Vernon will be required to locate and acquire a site for this new complex, presumably along Route 9, similar to the areas in which Walters has now constructed two (2) affordable housing complexes, one (1) age restricted and one (1) family, in accordance with the provisions of the Consent Order. Compass Point shall subdivide sufficient land from its property to construct 8 family affordable units as part of subdivision approval, unless it reaches a formal agreement with Vernon to construct 8 affordable units as part of the Route 9 site prior to that approval.

f. Further details regarding how the Township will provide a realistic opportunity for these 100 affordable units are in accordance with the provisions of the Consent Order. The affordable units shall otherwise be developed consistent with the provisions of that agreement and the terms of this settlement agreement. The Township agrees during the compliance phase to take all necessary steps to provide a realistic opportunity for the 100 affordable family units by, among other things, adopting ordinances, and amending redevelopment plans.

2. Paragraph 13 of the Agreement is hereby replaced with the following paragraph 13:

13. As an essential term of this settlement, within one hundred and twenty (120) days of Court's approval of the April 20, 2017 settlement agreement at a fairness hearing, the Township shall introduce and adopt a revised Housing Element and Fair Share Plan and Spending Plan consistent with this Agreement and ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance, and redevelopment plans, to implement the terms of this settlement agreement and the zoning contemplated herein.

3. Prior to becoming effective, the Agreement and the modifications referenced in this Supplemental 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 not to challenge a fair share plan that conforms to the terms of this agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate 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 the Agreement and/or the modifications referenced in Supplemental Agreement are rejected by the Court at a fairness hearing, the Parties may nevertheless agree to continue the effectiveness of the Agreement as modified by this Supplemental Agreement, which

continuation shall be documented by the exchange of letters signed by the Parties or other assignees.

4. If an appeal is filed of the Court's approval or rejection of the Agreement and/or this Supplemental Agreement, the Parties agree to defend the Agreement and/or this Supplemental 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 the Agreement and/or this Supplemental Agreement if the Agreement and/or as this Supplemental Agreement are 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.

5. The terms of this Supplemental Agreement may be enforced by the Parties through a motion to enforce litigant's rights or a separate action filed in Superior Court, Ocean County. A prevailing movant or plaintiff in such a motion or separate action may be entitled to reasonable attorney's fees.

6. Unless otherwise specified, it is intended that the provisions of this Supplemental Agreement are to be severable. The validity of any article, section, clause or provision of this Supplemental Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Supplemental Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

7. This Supplemental Agreement shall be governed by and construed by the laws of the State of New Jersey.

8. This Supplemental Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

9. This Supplemental 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.

10. The Parties acknowledge that each has entered into this Supplemental 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 Supplemental Agreement, that this Supplemental 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.

11. Each of the Parties hereto acknowledges that this Supplemental 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 Supplemental Agreement; and (ii) it has conferred due authority for execution of this Supplemental Agreement upon the persons executing it.

12. Any and all Exhibits and Schedules annexed to this Supplemental Agreement are hereby made a part of this Supplemental 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 Supplemental Agreement with prior written approval of both Parties.

13. Any conflict between the provisions of this Supplemental Agreement and the Agreement, including any addenda to that Agreement, shall be determined in favor of this Supplemental Agreement.

14. No member, official or employee of the Township shall have any direct or indirect interest in this Supplemental Agreement, nor participate in any decision relating to the Supplemental Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

15. Anything herein contained to the contrary notwithstanding, the effective date of this Supplemental Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Supplemental Agreement.

16. All notices required under this Supplemental 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 to the persons specified as receiving notices under the Supplemental Agreement. 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.

Please sign below if these terms are acceptable.

On behalf of Fair Share Housing Center:

Adam M. Gordon, Esq.
Dated: 11/22/17

On behalf of the Township of Barnegat, with the authorization of the governing body and Planning Board:

Jerry J. Dasti, Esq.
Dated: 11/16/17

On behalf of 1111 West Bay and Nautilus, LLC:

_____

Dated: _____

On behalf of Barnegat Hills Associates, L.P.:

Dated: 11/27/17

On behalf of 1111 West Bay and Nautilus, LLC:

Dated: 11/27/2017

On behalf of Barnegat Hills Associates, L.P.:

Dated:

DASTI, MURPHY, McGUCKIN, ULAKY, KOUTSOURIS & CONNORS
JERRY J. DASTI, ESQ. [I.D. No. 005441973]
620 West Lacey Road
Post Office Box 1057
Forked River, New Jersey 08731
(609) 971-1010 FAX (609) 971-7093
Attorneys for Declaratory Plaintiff, Township of Barnegat

FEB - 2 2018

IN THE MATTER OF THE APPLICATION OF: **THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN**	SUPERIOR COURT OF NEW JERSEY LAW DIVISION OCEAN COUNTY DOCKET NO.: OCN-L-1856-15 *CIVIL ACTION – MOUNT LAUREL* **AMENDMENT TO CONSENT ORDER APPROVING SUPPLEMENTAL SETTLEMENT AGREEMENT BETWEEN THE TOWNSHIP OF BARNEGAT, FAIR SHARE HOUSING CENTER, III WEST BAY AND NAUTILUS, LLC AND BARNEGAT HILLS ASSOCIATES, LP AND APPROVING THE REDEVELOPMENT PLAN TERM SHEET AGREED TO BY THE AFOREMENTIONED FOUR (4) PARTIES**

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COUNSELLORS AT LAW
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THIS MATTER having been opened to the Court by Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors, P.C. on behalf of the Declaratory Plaintiff, Township of Barnegat (hereinafter referred to as "the **Township**" or "**Barnegat**") via Declaratory Judgment Complaint filed on July 2, 2015 to approve the Township's Housing Element and Fair Share Plan (hereinafter referred to as the "Fair Share Plan") in response to In Re: Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) ("Mount Laurel IV"); and the Court having granted the Township temporary immunity from all Mount Laurel lawsuits from the time of the filing of

the Township's Declaratory Judgment action (hereinafter referred to as the "DJ Action"); and the Court having appointed Philip Caton, P.P./FAICP, as the Special Mount Laurel Master (hereinafter referred to as the "Special Master"); and Fair Share Housing Center (hereinafter referred to as "**FSHC**") having participated in the Township's DJ Action as an interested party and not by way of formal Motion to Intervene; and having reached a Settlement Agreement dated April 20, 2017 with Barnegat fully resolving the Township's DJ Action (hereinafter referred to as "Settlement Agreement"), superseding an earlier Agreement between the Township and FSHC that partially resolved the Township's DJ Action; and Frank J. Petrino, Esquire having filed with the Court an objection to the April 20, 2017 Settlement Agreement on behalf of 1111 West Bay and Nautilus, LLC (hereinafter referred to as "**Shoreline**"); and on June 13, 2017, John Paul Doyle, Esquire having filed with the Court an objection to the April 20, 2017 Settlement Agreement on behalf of Barnegat Hills Associates, L.P. (hereinafter referred to as "**Compass Point**"), and as a result thereof FSHC, Shoreline and Compass Point were permitted to intervene and be considered interested parties in this litigation; and the Township Professionals and Representatives of all three (3) Interveners having engaged in successful mediation supervised by the Court's Special Master; and after having agreed upon an Amendment to the prior Settlement Agreement entered into by and between the Township and FSHC on April 20, 2017; and representatives of the parties having represented in open Court their clients' consent to the following Amendment to the aforementioned Settlement Agreement and the Redevelopment Plan Term Sheet (hereinafter referred to as the "Term Sheet"); and the Supplemental Agreement to the aforementioned Settlement Agreement is attached hereto as "**Exhibit A**", which has been executed by representatives of the four (4) participants in this litigation, and the Court having heard representations of all parties and the terms of the agreements having been spread upon the record in open Court before The

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Honorable Mark A. Troncone, J.S.C. on November 3, 2017, at which time the public was given prior notice and an opportunity to comment on the Agreements reached herein; and the Court having scheduled the completion of a Mount Laurel Fairness Hearing on November 3, 2017 to consider whether the terms of the agreement are fair and reasonable to low and moderate income households of the region; and the Township having provided adequate notice of the Fairness Hearing to the public, all known affordable housing advocates in the region and interested parties; and no written objections to the Agreement having been filed in response to the notice; and the Township having prepared an Affidavit of Public Notice providing documentary proof of adequate notice; and the Special Master having reviewed the Agreement and, on June 19, 2017, having issued a Master's Report (hereinafter referred to as the "Report") evaluating the fairness of the Settlement Agreement; and the Master having concluded in his Report that the Settlement Agreement is fair and reasonable to the region's low and moderate income households; and the Master having further recommended in his Report for the Court to approve the Settlement Agreement subject to certain conditions to be completed in advance of a Final Compliance Hearing; and the Township having provided the Court, the Special Master, the FSHC and all interested parties, with all relevant documents prior to the Hearing and in conjunction with its efforts to secure approval of the Settlement Agreement; and the Court having conducted the Fairness Hearing on June 23, 2017 and November 3, 2017; and the Township, FSHC, Shoreline and Compass Point having participated in the Hearing and having expressly supported the proposed Supplemental Agreement and the Term Sheet as advancing the interests of the region's low and moderate income households; and the Special Master having testified in support of the conclusions set forth in his Report and to respond to questions posed by the Court and counsel for the Township, FSHC, Shoreline and Compass Point; and the Court having accepted as evidence in the record the Agreement, Resolution, Affidavit of

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Public Notice, and the Master's Report; and the Court having marked into evidence as C-1, the proposed Term Sheet ("**Exhibit B**"), and as C-2 the Supplemental Agreement to the aforementioned Settlement Agreement; and the Court having considered the documents on the record and the Special Master's testimony; and, as a result of the foregoing, the Court having made at the conclusion of the Hearing various findings of fact and determinations of law as set forth on the record; and it further appearing that a Consent Order was entered by this Court and duly filed on December 5, 2017, but after reflection and consideration the parties agree that minor amendments should be made to the Consent Order as set forth herein below:

IT IS on this 2nd day of February 2018,

ORDERED AND ADJUDGED as follows:

1.) The requirement for preparation of an amendment to the Shoreline and Compass Point Redevelopment Plan is hereby deleted in its entirety. There will be no need for an amendment to the Shoreline and Compass Point Redevelopment Plan. The requirement however for a redevelopment plan and pilot agreement for the Route 9 project shall remain.

2.) The designation of the Route 9 property as an area in need of redevelopment shall be completed within one hundred twenty (120) days of December 5, 2017. The redevelopment plan for the Route 9 project will be completed within fifteen (15) months of December 5, 2017.

3.) The terms and conditions of the Consent Order as amended herein, if found to be in conflict with the previously approved Redevelopment Plan for the Shoreline and Compass Point redevelopment plan shall control.

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4.) This Consent Order can be entered into in counterparts by counsel for the four (4) aforementioned parties in interest.

THE HONORABLE MARIA A. TRONCONE, J.S.C.

I hereby consent to the entry of this Amendment to Consent Order dated December 5, 2017 as to form and content:

DASTI, MURPHY, MCGUCKIN, ULAKY, KOUTSOURIS & CONNORS, P.C.
Attorneys for Declaratory Plaintiff, Township of Barnegat

Jerry J. Dasti, Esquire

FAIR SHARE HOUSING CENTER

Adam M. Gordon, Esquire

ECKERT SEAMANS
Attorneys for 1771 West Bay and Nautilus, LLC (Shoreline Sand and Gravel)

1/24/2018
Frank J. Petrino, Esquire

CARLUCCIO, LEONE, DIMON, DOYLE & SACKS, P.C.
Attorneys for Barnegat Hills Associates (Compass Point)

John Paul Doyle, Esquire

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4.) This Consent Order can be entered into in counterparts by counsel for the four (4) aforementioned parties in interest.

THE HONORABLE MARK A. TRONCONE, J.S.C.

I hereby consent to the entry of this Amendment to Consent Order dated December 5, 2017 as to form and content:

DASTI, MURPHY, MCGUCKIN, ULAKY, KOUTSOURIS & CONNORS, P.C.
Attorneys for Declaratory Plaintiff, Township of Barnegat

Jerry J. Dasti, Esquire

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4.) This Consent Order can be entered into in counterparts by counsel for the four (4) aforementioned parties in interest.

THE HONORABLE MARK A. TRONCONE, J.S.C.

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