2017-208

FAIR SHARE HOUSING CENTER

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April 20, 2017

RECEIVED

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Jerry J. Dastl, Esq.
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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