

Housing Plan Element and Fair Share Plan

Prepared for:
The Borough of Tinton Falls
Monmouth County, New
Jersey

Adopted by the Planning Board on March 13, 2019

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

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Housing Plan Element

A. Introduction

Tinton Falls Borough is a large suburban community located in eastern Monmouth County. The Borough, 15.6 square miles in size, and is unique in shape, measuring approximately 9 miles in length and 1¾ miles in width. Due to its unusual shape and length, the Borough is bordered by nine other municipalities including Middletown Township and Red Bank Borough to the north; Colts Neck Township to the west; Wall Township to the west and south; and Neptune Township, Ocean Township, Eatontown Borough, Shrewsbury Borough and Shrewsbury Township to the east.

The Borough of Tinton Falls has prepared this Housing Plan Element and Fair Share Plan in response to the Court approved Settlement Agreement between Borough of Tinton Falls and Fair Share Housing Center ("FSHC") dated April 20, 2018 and the report dated September 11, 2018 issued by the Court Master Michael P. Bolan, AICP, PP entitled "Fairness and Preliminary Compliance Report". 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. 40:550-1 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 a required condition of the Court Order of Fairness and Preliminary Compliance dated November 7, 2018 and the Settlement Agreement between the Borough and FSHC in order for the Borough to obtain a Final Order of Judgment and Repose protecting the Borough from builder's remedy litigation through July 1, 2025.

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 Reexamination Report adopted December 13, 2017 is on file at the Borough Clerk.

History of Tinton Falls Borough’s Affordable Housing Compliance

Borough of Tinton Falls has always been on the forefront of providing low and moderate affordable housing throughout the Borough. The Borough adopted its first Housing Element in 1992 as part of its Comprehensive Master Plan.

In the case of Southern Burlington County NAACP v. the Township of Mount Laurel (commonly known as Mount Laurel I), the New Jersey Supreme Court established the doctrine that developing municipalities in New Jersey have a constitutional obligation to provide a realistic opportunity for the construction of low and moderate income housing in their communities. In its Mount Laurel decision, decided on January 20, 1983 (Mount Laurel II), the Supreme Court expanded the Mount Laurel doctrine by stating that this constitutional responsibility extended to all municipalities in New Jersey. The Court also established various remedies, including the “builder remedy” or court imposed zoning, to ensure that municipalities actually addressed this obligation.

In response to the Mount Laurel II decision, the New Jersey Legislature adopted the Fair Housing Act in 1985 (Chapter 222, Laws Of New Jersey, 1985). The Fair Housing Act established a Council on Affordable Housing (COAH) as an administrative alternative to the courts. COAH was also given the responsibility of establishing various housing regions in the state, determining regional and municipal fair share affordable housing obligations and adopting regulations establishing the guidelines and approaches that municipalities may use in addressing their affordable housing need.

Under COAH’s regulations, low income households are defined as those with incomes no greater than 50 percent of the median household income, adjusted for household size, of the housing region in which the municipality is located, and moderate-income households are those with incomes no greater than 80 percent and no less than 50 percent of the median household income, adjusted for household size, of the housing region. For the Borough of Tinton Falls, the housing region is defined by COAH as Region 4 and is comprised of Mercer, Monmouth and Ocean counties. In Region 4 the median income for a four-person household is \$99,209, the moderate-income level is \$79,368 and low-income is 49,605.

Borough of Tinton Falls received substantive certification from the N.J. Council on Affordable Housing (COAH) for its prior Round Obligation in 2004. Following the adoption of the Third Round regulations, the Planning Board adopted a new Housing Element and Fair Share Plan in 2005. The plan was endorsed by the Township Council and forwarded to COAH. The petition was received by COAH on March 3, 2006. Prior to any action by COAH, the third-round regulations were challenged and held unconstitutional. COAH revised its third-round rules effective June 2, 2008 and again on October 20, 2008 to address the 2007 Appellate Division decision challenging the rules.

The revised third round rules, N.J.A.C. 5:96 and 5:97, as adopted in 2008, were challenged in an appeal entitled In the Matter of the Adoption of N.J.A.C 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 416 N.J. Super. 462 (App. Div. 2010). In its October 8, 2018 decision, the Appellate Division determined, among other things, that the growth share methodology was invalid and that COAH should adopt regulations utilizing methodologies similar to the ones utilized in the first and second round i.e. 1987-1999. The Borough then adopted an updated Housing Element and Fair Share Plan in December 2008 and submitted this plan to COAH. COAH never acted on the plan.

Due to failure of COAH to prepare valid methodology, on March 10, 2015, the New Jersey Supreme Court divested COAH of jurisdiction of municipal housing plans. Towns must now file declaratory judgment actions in the Superior Court of New Jersey to obtain approval of their housing plans. Builders, developers and other interested parties may intervene in such proceedings and FSHC is an interested party in every municipal declaratory judgment action by order of the New Jersey Supreme Court.

The Borough of Tinton Falls filed a Declaratory Judgement with the Superior Court of New Jersey on July 8, 2015. The Borough entered into a Settlement Agreement with FSHC on April 20, 2018, and after conducting a Fairness Hearing on September 18, 2018, the Court entered an order of Fairness and Preliminary Compliance on November 6, 2018 approving the Settlement Agreement and providing the Borough with immunity from builder’s remedy litigation until the final compliance hearing. This Fair Share Plan has been prepared in accordance with the requirements of the Settlement Agreement with FSHC and the Court’s Order of Fairness and Preliminary Compliance.

B. Inventory of Housing Stock

Age of Housing Stock

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

The vast majority of Tinton Falls’ housing stock has been constructed relatively recently. Over half of the housing stock, represented by the 2015 ACS, was constructed after 1990 (60.8%). Only 203 housing units were constructed prior to 1950.

Table 1 Housing Characteristics		
Time of Construction	Number of Units	Percent of Units
Prior to 1950	203	2.4%
1950-1959	758	8.8%
1960-1969	401	4.7%
1970-1979	192	2.2%
1980-1989	1,820	21.1%
1990-1999	2,822	32.8%
2000-2009	2,276	26.4%
2010-2013	73	0.8%
2014 or Later	65	0.8%
Total	8,610	100.0%
<i>Source: 2016 American Community Survey 5-year Estimates</i>		

Condition of Housing Stock

This Plan utilizes the 2016 American Community Survey 5-Year Estimates, where available, to estimate the number of substandard housing units in Tinton Falls 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 Borough of Tinton Falls:

Table 2 Condition of Housing Stock		
	Total	Percentage
Number of Persons per Room		
1.01 or more	0	0.0%
Plumbing Facilities		
Occupied Units with Complete Plumbing Facilities	7,950	100.0%
Units Lacking Complete Plumbing Facilities	0	0.0%
Kitchen Equipment		
Occupied Units with Complete Kitchen Facilities	7,618	95.8%
Lacking Complete Kitchen Facilities	332	4.2%
Total Occupied Units	7,950	100.0%
<i>Source: 2016 American Community Survey 5-year Estimates</i>		

The 2016 ACS indicators presented were utilized to estimate the presence of substandard housing within Tinton Falls. Table 2 above depicts 332 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 89 units are substandard and have a low or moderate income household occupying the substandard unit. Therefore the Borough's Present Need is 89 units.

Purchase or Rental Value of Housing Stock

The median value of housing in Tinton Falls Borough was \$300,300 according to the 2016 ACS, lower than the Monmouth County median value of housing, which was \$387,500 according to the 2016 ACS. Table 3 below shows the percentage of housing units in each value category as presented within the 2016 ACS.

Table 3 Value of Owner-Occupied Units		
Value	Units	Percentage
Less than \$50,000	72	1.3%
\$50,000 to \$99,999	223	4.1%
\$100,000 to \$149,999	59	1.1%
\$150,000 to \$199,999	402	7.4%
\$200,000 to \$299,999	1,961	36.0%
\$300,000 to \$499,999	1,952	35.9%
\$500,000 to \$999,999	722	13.3%
\$1,000,000 or more	50	0.9%
Total	5,441	100.0%
Median (dollars)	\$300,300	
<i>Source: 2016 American Community Survey 5-year Estimates</i>		

For rental units, the median gross rent was \$1,862.00. Rental costs were, however, fairly distributed as outlined below. Of the 2,353 occupied rental units listed by the 2016 ACS, approximately one-third (31.3% or 736) cost between \$500 and \$999. The second largest category, at just under thirty percent (27.5%), were those units with rents between \$2,000 and \$2,999 (647 units).

Table 4 Cost of Rent		
Occupied Units Paying Rent	Units	Percentage
Less than \$500	0	0.0%
\$500-\$999	736	31.3%
\$1,000-\$1,499	199	8.5%
\$1,500-\$1,999	334	14.2%
\$2,000-\$2,499	647	27.5%
\$2,500-\$2,999	223	9.5%
\$3,000 or more	214	9.0%
No Rent Paid	156	N/A
Total Occupied Units Paying Rent	2,353	100.0%
Median (dollars)	\$1,862	
<i>Source: 2016 American Community Survey 5-year Estimates</i>		

Occupancy Characteristics and Types of Housing Units

According to the 2016 ACS, out of the 8,610 total housing units in the Borough, 7,950 were occupied units (92.3 percent). Of the 7,950 occupied housing units in the Borough, 5,441 (68.4 percent) were owner-occupied and 2,509 (31.6 percent) were rentals.

Table 5a Owner Occupied/Rentals and Total Occupied Units		
	Total	Percentage
Housing Units		
Total Number of Housing Units	8,610	100%
Occupied Units		
Total Number of Occupied Housing Units	7,950	92.3%
Owner-Occupied		
Total Number of Owner-Occupied Housing Units	5,441	68.4%
Renter-Occupied		
Total Number of Renter-Occupied Housing Units	2,509	31.6%
<i>Source: 2016 American Community Survey 5-year Estimates</i>		

As of the 2016 ACS, there were 8,610 housing units in Tinton Falls, shown in Table 5b. Single-family detached units and developments with 20 or more units each comprise approximately one-third of the housing stock, with the third largest category represented by single-family attached units.

Table 5b Housing Units		
Units in Structure	Number of Structure	Percentage
1-Unit Detached	3,005	34.9%
1-Unit Attached	1,689	19.6%
2 Units	20	0.2%
3 or 4 Units	195	2.3%
5 to 9 Units	605	7.0%
10 to 19 Units	252	2.9%
20 Units or more	2,830	32.9%
Mobile Home	14	0.2%
Other	0	0.0%
Total	9,373	100.0%
<i>Source: 2016 American Community Survey 5-year Estimates</i>		

Units Affordable to Low and Moderate Income Households

Low income households are defined as those 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.

Formerly issued by COAH, the Affordable Housing Professionals of New Jersey (AHPNJ) publish annual income limits, which define low and moderate income limits based on household size from one (1) occupant up to eight (8) persons per household.

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 2018 AHPNJ Income Limits for Monmouth County					
	1 Person	2 Person	3 Person	4 Person	5 Person
Median Income	\$69,447	\$79,368	\$89,289	\$99,209	\$107,146
Moderate (80% of Median)	\$55,557	\$63,494	\$71,431	\$79,368	\$85,717
Low (50% of Median)	\$34,723	\$39,684	\$44,644	\$49,605	\$53,575
Very Low (30% of Median)	\$20,834	\$23,810	\$26,787	\$29,763	\$32,144

Source: April 2018, AHPNJ 2018 Affordable Housing Regional Income Limits by Household Size

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 number of homeowners and renters who are paying more than 30% of gross income on mortgages or rent.

Table 7 Monthly Housing Costs as a Percentage of Household Income in Occupied Units		
Percentage of Income	Number	Percentage
Less than 20%	2,996	37.6%
20% to 29%	1,766	22.2%
30% or more	3,028	38.1%
Zero or negative income	4	0.1%
No cash rent	156	2.0%
Total	7,950	100.0%

Source: 2016 American Community Survey 5-year Estimates

C. Projected Housing Stock

Since 2000, Tinton Falls Borough has issued building permits for 2,146 housing units. The Borough also issued permits to demolish 111 units during the time period from 2000 through June 2018, as shown within Table 8 below.

Table 8 Dwelling Units Authorized			
Year	Residential Building Permits Issued	Residential Demolitions	Total Added
2000	663	3	660
2001	129	8	121
2002	162	8	154
2003	448	2	446
2004	67	8	59
2005	65	4	61
2006	149	13	136
2007	267	5	262
2008	19	5	14
2009	41	5	36
2010	17	2	15
2011	10	2	8
2012	64	0	64
2013	0	1	-1
2014	21	7	14
2015	18	2	16
2016	2	14	-12
2017	0	22	-22
June 2018	4	0	4
Total	2,146	111	2,035

Source: New Jersey Department of Community Affairs, Division of Codes and Standards

D. Municipality's Demographic Characteristics

Tinton Falls Borough has generally grown over the last five decades, with the one period of decrease between 1970 and 1980. The population grew significantly between 1990 and 2010, but the 2015 population and 2045 population estimate from the North Jersey Transportation Planning Authority indicate slower growth in the next three decades. The table below summarizes the Borough's population trends since 1950.

Table 9 Tinton Falls Borough Population Characteristics 1950-2045 (Projected)			
Year	Population	Population Increase	Percentage Increase
1950	3,783	-	-
1960	7,313	3,530	93.3
1970	8,395	1,082	14.8
1980	7,740	-655	-7.8
1990	12,361	4,621	59.7
2000	15,053	2,692	21.8
2010	17,872	2,819	18.7
2015	18,514	642	3.6
2045	19,538	1,024	5.5

Sources: American Community Survey, New Jersey Department of Labor, North Jersey Transportation Planning Authority, U.S. Census Bureau

The median age in Tinton Falls Borough (45.9 years) is slightly greater than median age of Monmouth County (43.0 years) as shown below in Table 10. Age groups in Tinton Falls are fairly evenly distributed in the 25 to 44 years, 45 to 64 years, and over 65 age ranges, a slightly older population than Monmouth County as a whole.

Table 10 Population Comparison by Age		
Age	Tinton Falls Borough	Monmouth County
Under 5	5.3%	4.9%
5 to 19	15.1%	19.2%
20 to 24	4.8%	6.1%
25 to 44	23.5%	22.2%
45 to 64	26.3%	31.0%
Over 65	25.1%	16.6%
Total	100.0%	100.0%
Median Age	45.9	43.0

Source: 2016 American Community Survey 5-year Estimates

The 2016 ACS indicates that the median income of Tinton Falls residents (\$75,584) was lower than the median income for Monmouth County (\$87,297) but slightly higher than the State median income of \$73,702. However, the per capita income of Tinton Falls residents was \$45,695, higher than both the Monmouth County per capita income of \$44,504 and per capita income for New Jersey at \$37,538. Further, approximately 60 percent of Tinton Falls households earned \$100,000 or less in 2016. The corresponding percentage for Monmouth County was 55.8 percent.

A distribution of households by income for Tinton Falls Borough and Monmouth County is presented within Table 11.

Table 11 Households by Income		
Income Level	Tinton Falls Borough	Monmouth County
Less than \$10,000	3.9%	4.1%
\$10,000-\$14,999	4.9%	3.2%
\$15,000-\$24,999	10.6%	6.8%
\$25,000-\$34,999	6.2%	6.9%
\$35,000-\$49,999	10.0%	8.5%
\$50,000-\$74,999	13.8%	14.1%
\$75,000-\$99,999	9.9%	12.2%
\$100,000-\$149,999	19.1%	18.6%
\$150,000-\$199,999	10.4%	11.0%
\$200,000 or more	11.0%	14.7%
Median Household Income	\$75,584	\$87,297
<i>Source: 2016 American Community Survey 5-year Estimates</i>		

As per the 2016 ACS, the average household size in Tinton Falls Borough was 2.22 persons per household, and the average family size was 3.16 persons. There were a total of 7,950 households in the Borough. Of those, 52.2 percent (4,147) were family households, and 47.8 percent (3,803) were nonfamily households. Further details regarding household types is illustrated within Table 12, Households by Type, below.

Table 12 Households by Type		
Household Type	Number	Percentage
Total Occupied Households	7,950	100.0
Family Households	4,147	52.2
Married-couple family	3,289	41.4
Female householder, no husband present	783	9.8
Male householder, no wife present	75	0.9
Nonfamily Households	3,803	47.8
Householder living alone	3,447	43.4
Householder not living alone	356	4.5
<i>Source: 2016 American Community Survey 5-year Estimates</i>		

E. Employment Characteristics

The 2016 ACS reports on work activity of residents 16 years and older. Of the 8,621 employed residents, 48.0% of the workforce was male and 52.0% was female. The average commuting time of a Tinton Falls worker was 28.9 minutes. The majority (80.4%) of Borough residents work within the private sector, as shown below within Table 13.

Table 13 Classification of Workers		
Class	Number	Percentage
Private Wage and Salary	6,931	80.4
Government Workers	1,334	15.5
Self Employed	356	4.1
Total	8,621	100%

Source: 2016 American Community Survey 5-year Estimates

An analysis of the employed (over the age of 16) by economic sector indicates that Tinton Falls 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 24.2 percent of the work force as shown below within Table 14.

Table 14 Workforce by Sector		
Sector	Number of Employees	Percentage of Workforce
Agriculture, Forestry, Fisheries & Mining	0	0.0
Construction	364	4.2
Manufacturing	422	4.9
Wholesale Trade	343	4.0
Retail Trade	1,176	13.6
Transportation, Warehousing and Utilities	346	4.0
Information	470	5.5
Finance, Insurance & Real Estate	650	7.5
Professional, Scientific, Management, Administrative, and Waste Management Services	1,011	11.7
Educational, Health, and Social Services	2,085	24.2
Arts, Entertainment, Recreation, Accommodation and Food Services	628	7.3
Other Services	597	6.9
Public Administration	529	6.1
Total	8,621	100.0%

Source: 2016 American Community Survey 5-year Estimates

The workforce occupation characteristics in Tinton Falls were compared to those of Monmouth County. As indicated in Table 15 the occupation characteristics of the Borough's residents compare closely with those of workers residing in the County. The Borough maintains a slightly higher percentage of workers in wholesale and retail trade, information, education, health, and social services, and public administration than the County overall, whereas the County has a

higher percentage of workers in construction, manufacturing, transportation, warehousing and utilities, finance, insurance and real estate, professional, scientific, management, administrative and waste management services, arts, entertainment, recreation, accommodation and food services. Both the Township and County Occupational Characteristics are summarized below.

Table 15 Occupation Characteristics		
Sector	Tinton Falls Borough (Percentage)	Monmouth County (Percentage)
Agriculture, Forestry, Fisheries & Mining	0.0	0.2
Construction	4.2	7.2
Manufacturing	4.9	6.1
Wholesale Trade	4.0	2.9
Retail Trade	13.6	11.6
Transportation, Warehousing and Utilities	4.0	4.9
Information	5.5	3.6
Finance, Insurance & Real Estate	7.5	10.0
Professional, Scientific, Management, Administrative, and Waste Management Services	11.7	12.9
Educational, Health and Social Services	24.2	23.8
Arts, Entertainment, Recreation, Accommodation and Food Services	7.3	8.9
Other Services	6.9	3.9
Public Administration	6.1	4.0

Source: 2016 American Community Survey 5-year Estimates

In addition, in order to understand what implications this employment data has for the Borough and understand what the employment field and area trends are for Tinton Falls Borough and Monmouth County, the New Jersey Department of Labor (“NJDOLE”) has prepared projections, which analyze the expected increase or decrease in a particular employment sector by the year 2026. This data has been summarized and is illustrated within Table 16.

**Table 16
Monmouth County Projected Employment**

Industry	2016 Actual Employment	2026 Projected Employment	Numeric Change	Outlook
Accommodation and Food Services	26,400	30,300	3,900	Growing
Administrative and Support and Waste Management and Remediate	12,700	14,050	1,350	Growing
Arts, Entertainment, and Recreation	8,900	11,750	2,850	Growing
Construction	14,500	17,200	2,700	Growing
Educational Services	27,850	28,700	850	Stable
Finance and Insurance	10,500	10,100	-400	Declining
Government	15,250	13,600	-1,650	Declining
Health Care and Social Assistance	44,900	53,400	8,500	Growing
Information	6,300	6,100	-200	Declining
Management of Companies and Enterprises	3,200	3,600	400	Growing
Manufacturing	9,550	10,400	850	Growing
Natural Resources and Mining	0	0	0	Stable
Other Services (except Government)	13,950	16,050	2,100	Growing
Professional, Scientific, and Technical Services	20,500	22,000	1,500	Growing
Real Estate and Rental and Leasing	3,550	3,650	100	Stable
Retail Trade	38,750	38,550	-200	Stable
Transportation and Warehousing	4,700	5,500	800	Growing
Utilities	1,450	1,550	100	Growing
Wholesale Trade	8,900	10,100	1,200	Growing
Total (All Industries)	271,850	296,600	24,750	Growing

Source: New Jersey Department of Labor and Workforce Development, 2016

As indicated above, it is projected that in 2026 employment will have increase or remain stable in almost all of industries and overall the economy will grow by 24,750 jobs. Arts, entertainment, and recreation, construction, and health care and social assistance projected to realize the largest growth increase during the 2016-2026 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 Borough’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 Borough 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 Borough’s cumulative 1987-2025 affordable housing obligation. In addition, the Third Round Obligation, which, as part of the settlement between the Borough 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 Borough. However, all parties agreed to Third Round obligation which the Special Court Master and the Court found was fair and reasonable. Therefore, this Fair Share Plan outlines the Borough’s compliance plan to meet its third-round obligation of 597 affordable housing credits for the period between 1999 and 2025.

Tinton Fall Borough’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 Borough’s fair share obligations are outlined in the Settlement Agreement with FSHC and the Court Order of Fairness and Preliminary Compliance. Table 17 outlines the Borough’s affordable housing obligations as follows:

Table 17 Cumulative 1987-2025 Affordable Housing Obligation	
Type of Obligation Units	Number of Units
Present Need (Rehabilitation Obligation)	89
Prior Round Obligation (1987-1999)	622
Third Round Prospective Need (1999-2025)	597
Cumulative Obligation (1987-2025)	1,308

B. Addressing the Township’s Rehabilitation Obligation

The Settlement Agreement assigned the Borough a Present Need or Rehabilitation Obligation of 89. As a result, the Borough has agreed to address its Present Need/Rehabilitation obligation in accordance with N.J.A.C 5:93-3-4. The Borough will participate in Monmouth County’s Housing Rehabilitation Program for low and moderate income people. The Borough 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. According to Monmouth County Program, since 2018 a total of 13 units have been rehabilitated.

These include:

- Housing Improvement Program: 3 units
- Emergency Repair Program: 7 units
- Barrier Free Program: 3 units

The Borough will continue to participate in the County Rehab Program.

C. Prior Round Obligation (1987-1999)

In accordance with the Settlement Agreement, Borough of Tinton Falls Prior Round Obligation is 622 affordable housing credits. Borough of Tinton Falls received prior round substantive certification from the NJ Council on Affordable Housing (COAH) for its Prior Round obligation.

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

Age-Restricted: Per N.J.A.C. 5:93-6.1(b) 1, a municipality may age restrict housing based on the following formula. Borough of Tinton Falls 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 - rehabilitation component - prior cycle credits - transferred or proposed RCA units) - any first-round age restricted units.

For the Prior Round, this is calculated as follows:

$$0.25 (622 - 24 - 50 - 0 - 0) = 137 \text{ credits}$$

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 Tinton Falls must provide as part of its overall obligation. Therefore, the formula is 0.25 (municipal pre-credited need - prior cycle credits - impact of the 20 percent cap - the impact of the 1,000 unit limitation - the rehabilitation component).

For the Prior Round, this is calculated as follows:

$$0.25 (622 - 24 - 0 - 0 - 0) = 149.5 = 150 \text{ credits}$$

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, Tinton Falls is eligible for the following number of bonus credits and addresses its Prior Round obligation as follows:

Prior Round = 150 credits

Prior Round 1987- 1999	Affordable Units/Credits	Bonus Credits	Unit Type
Prior Cycle Credits			
Arc of Monmouth (1150 Wayside Road)	24		Group Home
RCA – City of Trenton	50		RCA Transferred
Subtotal	74		
Age Restricted Rental			
The Pines (I)	34		100% age restricted
Tinton Falls Senior	103	4	Inclusionary
Subtotal	137	4	
Family Rental			
Meadowbrook (Part of Pines III)	12	12	Inclusionary
Subtotal	12	12	
Family For Sale			
Society Hill	80		Family for Sale
Fox Chase	112		Family for Sale
Subtotal	192		
Supportive/Special Needs			
4261 Route 33 (Linkages)	29	29	Transitional Facility for Homeless
8 Stirrup Ct	2	2	Group Home
12 Stirrup Ct	2	2	Group Home
24 Stirrup Ct	3	3	Group Home
114 Springdale St.	2	2	Group Home (Very Low Income)
11 William St.	2	2	
Total	40	40	
Proposed Alternative Living Arrangements			
Essex St. Solider On	83	83	Proposed Veteran's 100% affordable housing
Total	538	139	
	677		
Prior Round Obligation	622		
Surplus	55		

Prior Cycle Credits

As part of the Borough's Prior Round certification, the following mechanisms were adopted:

RCA with the City of Trenton (50 units)

Two (2) group homes managed by ARC of Monmouth County

As part of the Prior Round Plan, the Borough of Tinton Falls entered into a Regional Contribution Agreement (RCA) with the City of Trenton for fifty (50) units. The RCA was approved by COAH in January 2005.

The Borough of Tinton Falls applied for twenty-four (24) credits for twenty-four (24) bedrooms in two (2) group homes located at 1150 Wayside Avenue. The group homes are owned and administered by ARC of Monmouth County. The group homes were established in December of 1990 and have been in existence for more than twenty (20) years.

Post 1986 Credits

As part of the Borough's Second Round certification, the following mechanisms were adopted:

Family Rental Unit

Supportive and Special Needs Housing (Alternative Living Arrangements)

Senior Rental Units

Family- for- sale Units

Bonuses

Family Rental Units

The Borough applied for twelve (12) credits for Meadow Brook Apartments/ The Pines II. The units have been occupied and are occupied with 30 year affordability control and qualify as family rental facility.

Supportive and Special Needs Housing (Alternative Living Arrangements)

The Borough applied twenty-nine (29) credits for twenty-nine (29) apartments established in February 1991, known as the Linkages. This development is licensed as a transitional facility by the New Jersey Department of Community Affairs (NJDCA) and provides housing for homeless welfare adults with children. Additionally, the Borough applied for two (2) credits for a group home located at 8 Stirrup Court, containing two (2) bedrooms; three (3) credits for a three (3) bedroom group home located at 24 Stirrup Court; two (2) credits for a group home established in December 1998 and located at 12 Stirrup Court, and, two (2) credits each for two (2) group homes located at 114 Springdale and 11 William Street, respectively.

Proposed Supportive and Special Needs Housing (Alternative Living Arrangements)

Borough of Tinton Falls has entered into an agreement with Solider On, Inc. a nonprofit entity, devoted to providing transitional and permanent housing to veteran soldiers. The Borough is currently owner of approximately 12.59 acre property identified as Block 128.03 Lot 5. The Solider On organization has offered to construct such a 100% permanent housing facility at this site, for a maximum of 100 units.

The site is located in the CCRC/AH Zone. The attached resolution provides the Borough's intent to convey the property to be able to be developed as 100% affordable Housing. The project is envisioned to be funded by available federal or state grants and funding, and to the extent that there is any funding shortfall, the Borough envisions the use of affordable housing trust funds. In addition, the Borough will adopt a resolution of intent to bond in the event that the AHTF funding is insufficient to fund any shortfall for this project.

The Borough intends to work with Soldier On to construct the project prior to December 31, 2024.

Senior Rental Units

Tinton Falls applied for credits for Senior Rental facilities as part of their post-1986 credits. Two (2) senior rental facilities, namely, Tinton Falls Senior and the Pines-I, each applied for 120 and 34 credits, respectively.

Family- for-sale Units

Society Hill, a low and moderate non-age restricted facility, applied for eighty (80) credits. The development was included in the 1991 judgment and has a 20-year control on affordability. Another family-for-sale facility known as Fox Chase applied for ninety-five (95) credits in the second round. This development was included in the 1991 judgment and also has a 30 year control on affordability.

Bonuses

The Borough applied additional bonuses for the provision of family rental units, supportive and special needs housing units and senior rental units. The Borough received one-for-one bonuses for family rental units, resulting in twelve (12) bonuses for the Meadow Brook Apartments/The Pines-II. Additionally, the Borough received 1:1 rental bonuses for forty (40) supportive and special needs units, and, Four (4) senior rental bonuses for the Tinton Falls Senior Development. Additionally Borough has applied 83 bonus from the proposed veteran housing, resulting in a total of 139 bonus credits.

E. Fair Share Plan for Third Round Obligation

With regard to the Borough's Prospective Need obligation, Tinton Falls will be utilizing the obligation provided in the Settlement Agreement of 597 units which accounts for both the Gap Period Obligation and the Prospective Need Obligation. Tinton Falls will address this obligation through a series of rental projects, inclusionary developments, and Group Homes.

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

Age-Restricted: Per N.J.A.C. 5:93-6.1(b) 1, a municipality may age restrict housing based on the following formula. Borough of Tinton Falls 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 - rehabilitation component - prior cycle credits - transferred or proposed RCA units) - any first round age restricted units.

For the Prior Round, this is calculated as follows:

$$0.25 (597 - 0 - 50 - 0 - 0) = 149 \text{ credits}$$

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 Tinton Falls must provide as part of its overall obligation. Therefore the formula is 0.25 (municipal pre-credited need – prior cycle credits – impact of the 20 percent cap – the impact of the 1,000 unit limitation – the rehabilitation component).

For the Prior Round, this is calculated as follows:

$$0.25 (597 - 0 - 0 - 0 - 0) = 149.5 = 149 \text{ credits}$$

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, Tinton Falls is eligible for the following number of bonus credits:

$$\text{Prior Round} = 149 \text{ credits}$$

The Borough addresses its Third-Round obligation as follows:

Third Round Projects	Affordable Units / Credits	Bonus Credits
Surplus from Prior Round		
Surplus from Prior Round	55	
Subtotal	55	
Family for Sale		
Spring Meadow (Block 75 Lot 1)	17	
Park View Townhomes (Block 124.63 Lot 29)	3	
The Meadows at Tinton Falls (Block 97 Lots 1, 1.01 and 3)	2	
Hovtown (Block 150.03 Lots 1 through 108)	18	
Subtotal	40	
Family Rental		
Lennar	38	38
Avalon Bay	33	33
Tinton Pines	17	17
Total	88	88
Age- Restricted Rental		
The Pines (II)	84	8
The Pines (I)	60	
Carney Site	5	
Total	149	8
Extension of Expiring Controls		
Society Hill	80	
Fox Chase	95	
Sub Total	175	
Proposed Supportive and Special Needs Housing		
Essex St. Supportive Veteran Housing	17	17
Lennar Supportive Housing	20	20
Sub- Total	37	37
Total Credits Provided for Third Round		
	544	133
Total Credits including bonus	677	
Total Obligation	597	
Surplus Credits from the Third Round	80	
Uncredited Age-Restricted Units	101	
Total Surplus	181	

Proposed Mechanisms to address the (3rd Round) Obligation

The Borough proposes to address its 597 unit Third Round Obligation through the following mechanisms:

Supportive / Special Needs Housing

Tinton Falls is seeking a total of thirty-seven credits (37) for a proposed alternate living development.

Tinton Falls is seeking 17 credits from the proposed development on site identified as Block 128.03 Lot 5. The proposed development is to comprise of 100 units for veterans housing. 83 of these credits are applied to prior round.

The second Supportive/ Special Needs Housing proposed development is by Lennar development in the Fort Monmouth Area within the Borough of Tinton Falls. This development is part of developed within the Fort Monmouth Redevelopment Area of the Borough. The project has been approved for 20 unit affordable veteran housing.

Expiring Controls Program

The Borough seeks to apply eighty (80) credits for Society Hill, and ninety-five (95) credits for Fox Chase, which are existing low and moderate non-age restricted development. The controls of affordability have been extended. Proof of the same is provided in the appendices.

Age Restricted Rental

The Borough seeks a total of 149 credits from existing and proposed age-restricted rental.

The Pines (I) is a 62+ senior apartment community consisting of 95 affordable age-restricted rental units. The Pines is located off of Asbury Avenue adjacent to the Garden State Parkway and Interchange 102. The development consists of a three-story building that is approximately 80,000 square feet in area. 34 units have been allocated toward satisfying the Borough's Prior Round obligation while the remaining 61 units have been allocated toward the Borough's Third Round obligation.

The Pines (II) is an age restricted community consisting of 84 affordable age-restricted rental units and 12 non-age restricted affordable units (also known as Medowbrook), that are applied to the prior round. The Pines is located off of Asbury Avenue adjacent to the Garden State Parkway and Interchange 102. The development consists of a three-story building and is located near the similar Pines I development.

The Borough seeks to apply only 5 credits from proposed inclusionary development of the site known as the Carney site. The Carney site, Block 91, Lot 1, is a 13-acre property that was a Prior Round affordable housing site that was removed from the amended Prior Round plan and was the subject of objection and mediation. The Borough, at that time, entered into an agreement with the Carneys through the mediation process that the site would remain within the affordable housing site inventory with a development potential of up to twelve (12) units per acre for senior

housing. It is presumed that a 20% set aside of affordable units would create thirty-two (32) affordable units. The site is located within Planning Area 2 and the density allowed exceeds the presumptive density of six (6) units per acre and the affordable housing set aside is compliant with the presumptive maximum affordable housing set aside of less than 25%, compliant with 5:97-6.4. The zoning for this site has been previously approved.

Family for Sale

The Borough seeks a total of 40 credits from existing non-age restricted family, for sale units.

Spring Meadows is a 69-unit townhome style condominium development containing 17 affordable units located off of Tinton Avenue near Tinton Falls Middle School and the Tinton Falls Public Library.

Parkview Townhomes is a 27-unit townhome community that contains three affordable units. It is located off of Shafto Road between West Park Avenue and Asbury Avenue.

Meadows at Tinton Falls is an 18 lot subdivision, developed with 17 single family building lots and one lot for storm water management purposes. 2 of the units are proposed to be affordable units.

Hovtown Village is approved 108 unit project comprising of 18 affordable units. The village is located on lots identified as Block 150.03 Lots 1 through 108 comprising of 18.10 acres.

Family Rental

Lennar Development is a recently approved development within the Fort Monmouth Area of the Borough. The site is located in the northeastern portion of the Borough, south of Commvault facility. The site is bounded by Heliport Drive, Laboratory Road and Guam Lane. The site was approved for a total of 288 units of which 58 units are proposed to be affordable. 38 are proposed to be family adorable units and 20 are veteran supportive housing.

Avalon Bay located at Block 155 Lot 1.02 consists of 33 affordable units.

Tinton Pines located at Block 124 Lots 40-135 consists of 17 non-age restricted rental units that have been constructed and are occupied with a 30-year control on affordability.

Bonuses

According to the bonus cap regulations, a maximum of 149 (25% of obligation) can be applied towards bonus credits. The Borough will receive bonus credits for the provision of rental and supportive needs housing. The Borough has applied 133 bonus credits towards its obligation.

Summary:

As shown above Borough of Tinton Falls shall meet the requirements per the Settlement Agreement. The following table notes the requirement and how the plan meets the requirement:

Requirement per Agreement	Number of Units Required	Proposed
Very Low Income = 13% of requirement	22	24
Rental Units = 25% of Third Round Units	149	237
Family Rental Units = 50% of rental units	75	88
Family Units = 50% of units addressing third round	232	270
Max. Age Restricted Units = 25% (Prior and Third Round)	305	286 (total in prior and third round)

Very Low Income

Regarding the 13% very low income units (VLI), excluding the units already approved or constructed as of July 1, 2008, the following developments provides the basis for the VLI obligation

Units constructed/approved after July 2008	Number of Units
Lennar	58
Enclave at Shark River	9
Essex St. (Solider On)	100
Total	167

Required Very Low Income units = 13 % (167 units) = 22 units

Based on the review of the data, we would meet the obligation via the following:

Avalon Bay = Existing 4 Very Low income units

Lennar = Proposed 1 Very low income unit

Essex St Solider On = Proposed 13 very low income units

Society Hill = Existing 6 very low units

Total = 24 Very low income units.

Appendices

Appendix A: Resolution to Adopt the Amended Housing Plan Element and Fair Share Plan

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF TINTON FALLS ENDORSING THE HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Borough of Tinton Falls ("Borough") filed a Mt. Laurel declaratory judgment action in the Superior Court of New Jersey, Law-Division bearing the caption In the Matter of the of Application of the Borough of Tinton Falls, Docket No. MON-L-2475-15 (the "Litigation") following the New Jersey Supreme Court's decision in Mt. Laurel IV; and

WHEREAS, the Borough entered into a Settlement Agreement with Fair Share Housing Center on (the "Settlement Agreement") establishing the Borough's Third Round affordable housing obligation for the period 1999-2025 and the compliance mechanisms by which the Borough will meet its constitutional obligation to provide for its fair share of affordable housing; and

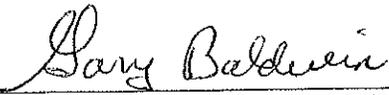
WHEREAS, the Court conducted a Fairness Hearing and entered an order on November 7, 2018 approving the Settlement Agreement by and between the Borough and Fair Share Housing Center finding on a preliminary basis that the Settlement Agreement is fair to low and moderate-income households and it thereafter further issued a Final Judgment of Repose and Compliance on ; and

WHEREAS, the Court Order approving the Settlement Agreement requires the Borough to endorse the Housing Element and Fair Share Plan approved by the Planning Board of the Borough of Tinton Falls on March 13, 2019;

WHEREAS, the Borough Council believes it is in the best interest of the Borough to comply with the Court's Order so as to maintain its final judgment of repose and compliance and immunity from builder's remedy litigation through July 1, 2025 by complying with the Court Order;

WHEREAS, the Planning Board of the Borough of Tinton Falls, State of New Jersey, adopted the Housing Plan Element of the Master Plan on March 13, 2019; and

NOW THEREFORE BE IT RESOLVED that the Borough Council of the Borough of Tinton Falls, Monmouth County, State of New Jersey, hereby endorses the Housing Plan Element and Fair Share Plan as adopted by the Borough of Tinton Falls Planning Board; and


GARY A. BALDWIN, COUNCIL PRESIDENT

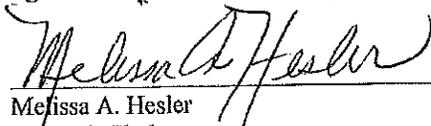
BOROUGH OF TINTON FALLS COUNCIL

Council Member	Moved	Second	Ayes	Nays	Absent	Abstain
Ms. Fama			X			
Mr. Manginelli		X	X			
Mr. Pak					X	
Mr. Siebert	X		X			
Mr. Baldwin			X			

CERTIFICATION

I, Melissa A. Hesler, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held December 17, 2019.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 17th day of December, 2019


Melissa A. Hesler
Borough Clerk



Appendix B: Spending Plan and Resolution

**RESOLUTION OF THE BOROUGH OF TINTON FALLS, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY ADOPTING AN AFFORDABLE HOUSING SPENDING PLAN
AND REQUESTING JUDICIAL REVIEW AND APPROVAL OF SAME**

WHEREAS, the Borough of Tinton Falls ("Borough") filed a Mt. Laurel declaratory judgment action in the Superior Court of New Jersey, Law-Division bearing the caption In the Matter of the Borough of Application of the Borough of Tinton Falls, Docket No. MON-L-2475-15 following the New Jersey Supreme Court's decision in Mt. Laurel IV; and

WHEREAS, the Borough entered into a Settlement Agreement with Fair Share Housing Center on or about April 20, 2018 establishing the Borough's Third Round affordable housing obligation for the period 1999-2025 and the compliance mechanisms by which the Borough will meet its constitutional obligation to provide for its fair share of affordable housing; and

WHEREAS, the Court entered an order on November 7, 2018 approving the Settlement Agreement by and between the Borough and Fair Share Housing Center finding on a preliminary basis that the Settlement Agreement is fair to low and moderate-income households; and

WHEREAS, the court order approving the Settlement Agreement and regulations adopted by the New Jersey Council on Affordable Housing ("COAH") require a municipality with an Affordable Housing Trust Fund to receive approval of a Spending Plan by the Council on Affordable Housing 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; and
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, Borough of Tinton Falls has prepared an Spending Plan consistent with the Borough's Settlement Agreement; and

WHEREAS, the Borough of Tinton Falls is seeking review and approval of its Spending Plan as part of its obligations under the court approved Settlement Agreement between the Borough of Tinton Falls and Fair Share Housing Center.

NOW THEREFORE BE IT RESOLVED that the Borough Council of the Borough of Tinton Falls, County of Monmouth, hereby adopts the amended Spending Plan attached hereto;

BE IT FURTHER RESOLVED THAT the Borough of Tinton Falls hereby requests that the Court review and approve its amended Spending Plan.


GARY A. BALDWIN, COUNCIL PRESIDENT

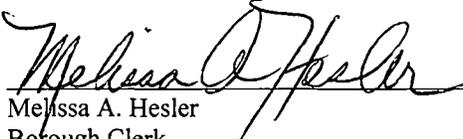
BOROUGH OF TINTON FALLS COUNCIL

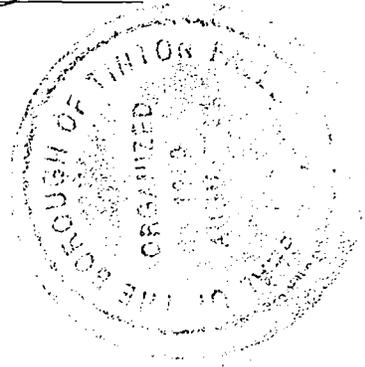
Council Member	Moved	Second	Ayes	Nays	Absent	Abstain
Ms. Fama			X			
Mr. Manginelli			X			
Mr. Pak		X	X			
Mr. Siebert	X		X			
Mr. Baldwin			X			

CERTIFICATION

I, Melissa A. Hesler, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held March 19, 2019.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 19th day of March, 2019.


Melissa A. Hesler
Borough Clerk



**Tinton Falls Borough: Affordable Housing Trust Fund Spending Plan
February 14, 2019**

INTRODUCTION

The Borough of Tinton Falls, Monmouth 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), the stipulations within the Borough's Settlement Agreement with Fair Share Housing Center, and in accordance N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:91-1 et seq. A development fee ordinance creating a dedicated revenue source for affordable housing is in place and will continue to be applied after the adoption and endorsement of the Housing Plan Element and Fair Share Plan by the Borough Planning Board and Board of Commissioners.

1. REVENUES FOR CERTIFICATION PERIOD

Since August 1, 2008, when the Borough of Tinton Falls trust fund had a balance of \$1,220,417.59, the Borough collected \$2,998,613.66 and expended \$3,109,880.37, resulting in a balance of \$1,109,150.88 as of December 31, 2018. 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 in for the purposes of affordable housing. These funds shall be spent in accordance with applicable affordable housing regulations as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of third round substantive certification, the Borough of Tinton Falls 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 board 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 since 2008, balancing the increase in mandatory development fees with the built-out nature of the Borough.

(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 projected revenue in the municipal affordable housing trust fund at the current average interest rate. The current interest rate is variable but as of December 2018 the rate is 1.5%.

Starting Balance (12/31/2018)	\$1,109,150.88							
SOURCE OF FUNDS	2019	2020	2021	2022	2023	2024	2025	Total
(a) Development Fees:	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$1,225,000.00
1. Approved Development	-	-	-	-	-	-	-	-
2. Development Pending Approval	-	-	-	-	-	-	-	-
3. Projected Development	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$1,225,000.00
(b) Payments in Lieu of Construction	-	-	-	-	-	-	-	-
(c) Other Funds	-	-	-	-	-	-	-	-
(d) Interest on Total Account Balance	\$2,625.00	\$2,625.00	\$2,625.00	\$2,625.00	\$2,625.00	\$2,625.00	\$2,625.00	\$18,375.00
Total	\$177,625.00	\$177,625.00	\$177,625.00	\$177,625.00	\$177,625.00	\$177,625.00	\$177,625.00	\$1,243,375.00

The Borough of Tinton Falls projects a total of **\$1,243,375.00** in revenue and interest to be collected between January 1, 2019 and December 31, 2025. This projected amount, when added to the Borough's current trust fund balance of **\$1,109,150.88**, results in anticipated total revenue of **\$2,352,525.88** available to fund and administer its affordable housing plan. All interest earned on the account 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 the Borough of Tinton Falls:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Borough of Tinton Falls' 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 Board of Commissioners for approval. After receiving Council approval, the funds may be disbursed.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation Program (N.J.A.C. 5:97-8.7)

Tinton Falls Borough will dedicate an average of \$20,000.00 per unit to rehabilitation projects. The Borough has an obligation to rehabilitate 89 units. As 13 units have been rehabilitated by the County since 2010, and 12 additional units are anticipated to be rehabilitated by the County through 2025, the Borough expects to rehabilitate 64 units through 2025. An outline of these expenditures can be found in Table 4.

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

Projected minimum affordability assistance requirement:

Actual development fees & interest through 12/31/2018		\$2,444,875.38
Development fees projected 2019-2025	+	\$1,225,000.00
Interest projected 2019-2025	+	\$18,375.00
Less housing activity expenditures through 12/31/2018	-	\$2,187,599.94
Total	=	\$1,500,650.44
30 percent requirement	x 0.30	\$450,195.13
	=	

Less affordability assistance expenditures through 12/31/2018	-	\$295,672.90
Projected Minimum Affordability Assistance Requirement 1/1/2019 through 12/31/2025	=	\$154,522.23
Projected Minimum Very Low-Income Affordability Assistance Requirement 1/1/2019 through 12/31/2025	x 0.34 =	\$52,537.56

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

Tinton Falls Borough will dedicate **\$154,522.23** from the Affordable Housing Trust Fund to render units more affordable, including **\$52,537.56** to render units more affordable to households earning 30 percent or less of median income by region, as follows:

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

Actual development fees and interest through 12/31/2018		\$2,444,875.38
Development fees projected 2019-2025	+	\$1,243,375.00
Payments-in-lieu of construction and other deposits through 12/31/2018	+	\$553,738.28
Less RCA expenditures through 12/31/2018	-	\$0.00
Total	=	\$4,241,988.66
Calculate 20 percent	x .20 =	\$848,397.73
Less administrative expenditures through 12/31/2018	-	\$626,607.53
Projected maximum available for administrative expenses 1/1/2019 through 12/31/2025	=	\$221,790.20

The Borough has expended \$626,607.53 on administrative fees through December 31, 2018, leaving a remaining balance of **\$221,790.20** through 2025. Projected administrative expenditures, subject to the 20 percent cap, are as follows: Rehabilitation Administration fees, Planner fees and other Administrative Agent fees, as well as Attorney fees in connection with the implementation of the affordable housing programs set forth in this Spending Plan.

4. EXPENDITURE SCHEDULE

The Borough of Tinton Falls intends to use affordable housing trust fund revenues as set forth in the Housing Element and Fair Share Plan and is summarized as follows:

Programs	2019	2020	2021	2022	2023	2024	2025	Total
Rehabilitation Program	\$182,857.14	\$182,857.14	\$182,857.14	\$182,857.14	\$182,857.14	\$182,857.14	\$182,857.14	\$1,280,000.00
Affordability Assistance	\$22,074.60	\$22,074.60	\$22,074.60	\$22,074.60	\$22,074.60	\$22,074.60	\$22,074.60	\$154,522.23
Administration	\$31,684.31	\$31,684.31	\$31,684.31	\$31,684.31	\$31,684.31	\$31,684.31	\$31,684.31	\$221,790.20
Total	\$236,616.06	\$1,501,790.20						

5. EXCESS OF FUNDS

In the event that more funds than anticipated are collected, these excess funds will be used to fund additional rehabilitation and/or affordability assistance programs.

6. BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with the Borough's Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8.5. A process describing the collection and distribution procedures for barrier free escrow funds pursuant to N.J.A.C. 5:97-8.5 is detailed within the Affordable Housing Ordinance.

SUMMARY

Tinton Falls Borough 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. The Borough has a balance of **\$1,109,150.88** as of December 31, 2018 and anticipates an additional **\$1,243,375.00** in revenues, including interest, before the expiration of substantive certification in 2025 for a total of **\$2,352,525.88**. The municipality will dedicate **\$1,280,000.00** toward rehabilitation, **\$154,522.23** for affordability assistance and **\$221,790.20** for administrative costs. Total expenditures are anticipated to be **\$1,656,312.43**. This will leave a balance of **\$696,213.45**, which the Borough will reserve in the event that an additional affordable housing project becomes necessary. At the midpoint review for the Third Round in 2020, the Borough will assess the status of remaining funds, and reallocate funding to rehabilitation, affordability assistance, and/or another project as applicable.

Balance as of December 31, 2018	\$1,109,150.88
Projected Revenue 2019-2025	\$1,243,375.00
Development Fees	\$1,225,000.00
Other Funds	\$0.00
Interest	\$18,375.00
TOTAL REVENUE	\$2,352,525.88
Expenditures	
Rehabilitation Program	\$1,280,000.00
Affordability Assistance	\$154,522.23
Administration	\$221,790.20
TOTAL PROJECTED EXPENDITURES	\$1,656,312.43
REMAINING BALANCE	\$696,213.45

Appendix C: Rehabilitation Program Manual and Resolution

RESOLUTION OF THE BOROUGH OF TINTON FALLS ADOPTING A REHABILITATION PROGRAM MANUAL TO MANAGE THE BOROUGH'S REHABILITATION PROGRAM OF QUALIFIED AFFORDABLE HOUSING UNITS

WHEREAS, the Borough of Tinton Falls ("Borough") filed a Mt. Laurel declaratory judgment action in the Superior Court of New Jersey, Law-Division bearing the caption In the Matter of the Borough of Application of the Borough of Tinton Falls, Docket No. MON-L-2475-15 following the New Jersey Supreme Court's decision in Mt. Laurel IV; and

WHEREAS, the Borough entered into a Settlement Agreement with Fair Share Housing Center on or about April 20, 2018 establishing the Borough's Third Round affordable housing obligation for the period 1999-2025 and the compliance mechanisms by which the Borough will meet its constitutional obligation to provide for its fair share of affordable housing; and

WHEREAS, the Court entered an order on November 7, 2018 approving the Settlement Agreement by and between the Borough and Fair Share Housing Center finding on a preliminary basis that the Settlement Agreement is fair to low and moderate-income households; and

WHEREAS, the Borough Council of the Borough of Tinton Falls desires to implement the Borough's Third Round Housing Plan Element and Fair Share Plan consistent with the terms of a Settlement Agreement reached between the Borough and Fair Share Housing Center; and

WHEREAS, in accordance with the terms of the Settlement Agreement with Fair Share Housing Center and applicable COAH regulations, the Borough of Tinton Falls is required to adopt a rehabilitation program manual to meet its rehabilitation obligation in connection with its affordable housing obligation for the 1999-2025 time period.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Tinton Falls, in the County of Monmouth, New Jersey, hereby adopts the Rehabilitation Program Manual, dated December 2018.

Gary A. Baldwin
GARY A. BALDWIN, COUNCIL PRESIDENT

BOROUGH OF TINTON FALLS COUNCIL

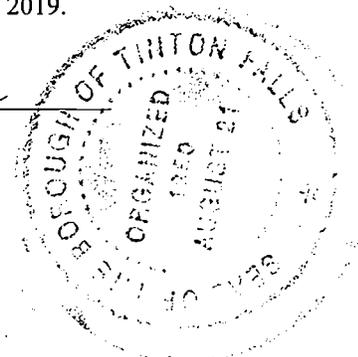
Council Member	Moved	Second	Ayes	Nays	Absent	Abstain
Ms. Fama			X			
Mr. Manginelli			X			
Mr. Pak		X	X			
Mr. Siebert	X		X			
Mr. Baldwin			X			

CERTIFICATION

I, Melissa A. Hesler, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held March 19, 2019.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 19th day of March, 2019.

Melissa A. Hesler
Melissa A. Hesler
Borough Clerk



Tinton Falls, 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: December 2018

Prepared by



Adopted ^{3/19}/₁₉ by: Tinton Falls

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INTRODUCTION

This Rehabilitation Program Operating Manual has been prepared to assist in the administration of the Borough of Tinton Falls 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: 2018 Regional Income Limits (updated annually)

Household Size	Low Income Limit	Moderate Income Limit
1	\$34,723	\$55,557
2	\$39,684	\$63,494
3	\$44,644	\$71,431
4	\$49,605	\$79,368
5	\$53,573	\$85,717
6	\$57,541	\$92,066
7	\$61,510	\$98,416
8	\$65,478	\$104,765

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 the Borough of Tinton Falls.

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 Borough 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 Borough'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 Borough of Tinton Falls 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:

Borough of Tinton Falls Municipal Building
556 Tinton Avenue, Tinton Falls, NJ 07724
Phone: (732) 542-3400
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 Borough of Tinton Falls 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 Borough's 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 Borough Council for a hearing. The Borough Council 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 Council'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 -TANF² 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.

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 Borough 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 bidder⁴, 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 Borough'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 Borough. 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 Borough of Tinton Falls' Affirmative Marketing Plan. Borough of Tinton Falls' Affirmative Marketing Plan can be found under separate cover on file at the Borough 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 Borough of Tinton Falls' 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
<input type="checkbox"/>	Income Limits	
<input type="checkbox"/>	List of Pre-Qualified Contractors	
<input type="checkbox"/>	Sample Forms and Letters	
	MAINTENANCE OF RECORDS	
	Files To Be Maintained on Every Applicant	
<input type="checkbox"/>	Preliminary Application	
<input type="checkbox"/>	Application Form	
<input type="checkbox"/>	Income Verification	
<input type="checkbox"/>	Letter of Certification of Eligibility or	
<input type="checkbox"/>	Letter of Determination of Ineligibility.	
	Files to be Maintained on Every Property	
<input type="checkbox"/>	Housing Inspection Report.	
<input type="checkbox"/>	Photographs – Before Certification of Property	
<input type="checkbox"/>	Homeowner's Insurance	
<input type="checkbox"/>	Property Deed	
<input type="checkbox"/>	Eligibility or Determination of Ineligibility	
<input type="checkbox"/>	Work Write-Up/Cost Estimate.	
<input type="checkbox"/>	Applicant/Contractor Contract Agreement.	
<input type="checkbox"/>	Mortgage/Lien Documents.	
<input type="checkbox"/>	Copies of All Required Permits.	
<input type="checkbox"/>	Contractor Requests for Progress Payments.	
<input type="checkbox"/>	Progress Payment Inspection Reports.	
<input type="checkbox"/>	Progress Payment Vouchers.	
<input type="checkbox"/>	Change Orders (If Needed).	
<input type="checkbox"/>	Final Inspection Report.	
<input type="checkbox"/>	Photographs - After	
<input type="checkbox"/>	Certification of Completion.	
<input type="checkbox"/>	Certification of Release of Contractor's Bond.	
<input type="checkbox"/>	Rehabilitation Log	
	MONITORING INFORMATION	
<input type="checkbox"/>	Complete Monitoring Reporting Forms	
	PROGRAM MARKETING	
<input type="checkbox"/>	Annual Public Hearing Notice on Program	
<input type="checkbox"/>	Program Flyer	
<input type="checkbox"/>	Program Brochure	
<input type="checkbox"/>	Flyer mailed Annually to All Property Owners	
<input type="checkbox"/>	Program information available in municipal building,	
<input type="checkbox"/>	library and senior center.	
<input type="checkbox"/>	Program information posted on municipal website.	
<input type="checkbox"/>	Program posters placed in retail businesses throughout the municipality.	

Rehabilitation Program Audit Checklist For Rental Units

<input type="checkbox"/>	UP-TO-DATE OPERATING MANUAL	Comments
<input type="checkbox"/>	Income Limits	
<input type="checkbox"/>	Sample Forms and Letters	
	AFFIRMATIVE MARKETING	
<input type="checkbox"/>	Copies of Ads	
<input type="checkbox"/>	Copies of PSA Requests	
<input type="checkbox"/>	Copies of Marketing Requests	
	RANDOM SELECTION	
<input type="checkbox"/>	Log of Applications Received	
<input type="checkbox"/>	Log of Random Selection Results	
<input type="checkbox"/>	Database of Referrals	
	MAINTENANCE OF RECORDS	
	Files To Be Maintained on Every Applicant	
<input type="checkbox"/>	Preliminary Application.	
<input type="checkbox"/>	Application Form.	
<input type="checkbox"/>	Tenant Information Form	
<input type="checkbox"/>	Income Verification	
<input type="checkbox"/>	Letter of Certification of Eligibility or	
<input type="checkbox"/>	Letter of Determination of Ineligibility	
	Files To Be Maintained on Every Rental Unit	
<input type="checkbox"/>	Base rent	
<input type="checkbox"/>	Identification as low- or moderate-income	
<input type="checkbox"/>	Description of number of bedrooms and physical layout	
<input type="checkbox"/>	Floor plan	
<input type="checkbox"/>	Application materials, verifications and certifications of	
<input type="checkbox"/>	all present tenants, pertinent correspondence	
<input type="checkbox"/>	Copy of lease	
<input type="checkbox"/>	Appendix K	
	Files To Be Maintained on Every Property	
	Deed	

Appendix D: Affirmative Marketing Plan and Resolution

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)
 Black (non-Hispanic)
 Hispanic
 American Indian or Alaskan Native
 Asian or Pacific Islander
 Other group:

3b. HOUSING RESOURCE CENTER (www.njhousing.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 PARTIAL HOUSING REGION 4			
Daily Newspaper			
X	One display ad per week for four consecutive weeks, beginning at the start of the marketing process	Trentonian	Mercer
X	One display ad per week for four consecutive weeks, beginning at the start of the marketing process	Asbury Park Press	Monmouth, Ocean
Weekly Newspaper			
X		Beacon, The	Ocean
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE

TARGETS ENTIRE HOUSING REGION 4			
AM			
X		WCTC 1450	
3d. 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 (Greater Red Bank, Asbury Park/Neptune, Long Branch, and Greater Freehold Branches)	Monmouth and Ocean Counties	African-American	Ongoing as needed
Senior Citizens United Community Services (SCUCS)		N/A	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

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)	
Tinton Falls Municipal Building, 566 Tinton Avenue Tinton Falls, New Jersey 07724	
Tinton Falls Borough Library, 664 Tinton Avenue Tinton Falls, New Jersey 07724	
4c. Sales/Rental Office for units (if applicable)	

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).

Name (Type or Print)

Title/Municipality

Signature

Date

**RESOLUTION OF THE BOROUGH OF TINTON FALLS ADOPTING AN AFFIRMATIVE
MARKETING PLAN FOR AFFORDABLE HOUSING UNITS WITHIN THE BOROUGH**

WHEREAS, the Borough of Tinton Falls ("Borough") filed a Mt. Laurel declaratory judgment action in the Superior Court of New Jersey, Law-Division bearing the caption In the Matter of the Borough of Application of the Borough of Tinton Falls, Docket No. MON-L-2475-15 following the New Jersey Supreme Court's decision in Mt. Laurel IV; and

WHEREAS, the Borough entered into a Settlement Agreement with Fair Share Housing Center on or about April 20, 2018 establishing the Borough's Third Round affordable housing obligation for the period 1999-2025 and the compliance mechanisms by which the Borough will meet its constitutional obligation to provide for its fair share of affordable housing; and

WHEREAS, the Court entered an order on November 7, 2018 approving the Settlement Agreement by and between the Borough and Fair Share Housing Center finding on a preliminary basis that the Settlement Agreement is fair to low and moderate-income households; and

WHEREAS, in accordance with COAH'S regulations at N.J.A.C. 5:93-1, et seq., the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26., et seq., and the terms of the Settlement Agreement with Fair Share Housing Center, the Borough of Tinton Falls is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by rehabilitation, are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 4, which encompasses Mercer, Monmouth and Ocean counties; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Tinton Falls, County of Monmouth, State of New Jersey, does hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. All affordable housing units in the Borough of Tinton Falls shall be marketed in accordance with the provisions herein unless otherwise provided in N.J.A.C. 5:93-1, et seq.
- B. The Borough of Tinton Falls has a Third Round obligation. This Affirmative Marketing Plan shall apply to all developments that require an Affirmative Marketing Plan or will contain low and moderate income units, including those that are part of the Borough's current Housing Element and Fair Share Plan and those that may be constructed in future developments not contemplated in the Borough's Housing Element and Fair Share Plan. This Affirmative Marketing Plan shall also apply to any rehabilitated rental units that are vacated and re-rented during the applicable period of controls for identified rehabilitated rental units.
- C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the Borough of Tinton Falls. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developer/seller/owner of the affordable unit(s).
- D. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Borough, shall undertake all of the following strategies:
 1. Publication of one advertisement in a newspaper of general circulation within the housing region.

2. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region.
 3. At least one additional regional marketing strategy using one of the other sources listed below.
- E. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 4 in which the Borough is located and covers the entire period of deed restriction for each restricted housing unit.
- F. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:
1. All newspaper articles, announcements and requests for application for low and moderate income units shall appear in the Trentonian, Asbury Park Press, and The Beacon.
 2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers once a week for four consecutive weeks. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Borough's Administrative Agent.
 3. The advertisement shall include a description of the:
 - i. Location of the units;
 - ii. Direction of the units;
 - iii. Range of prices for the units;
 - iv. Size, as measured in bedrooms, of units;
 - v. Maximum income permitted to qualify for the units;
 - vi. Location of applications;
 - vii. Business hours when interested households may obtain an application; and
 - viii. Application fees.
 4. Newspaper articles, announcements and information on where to request applications for low and moderate income housing shall appear at least once a week for four consecutive weeks in at least three locally oriented weekly newspapers within the region, one of which shall be circulated primarily in Monmouth County and the other two of which shall be circulated primarily outside of Monmouth County but within the housing region.

5. The following regional radio station shall be used during the first month of advertising. The developer must provide satisfactory proof of public dissemination:
 - i. 1450 WCTC (Beasley Broadcast Group)
6. Applications, brochure(s), sign(s), and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:
 - i. Borough Hall
 - ii. Borough Public Library
 - iii. Borough Website
 - iv. Developer's Sales/Rental Office
 - v. Mercer County Library Headquarters
 - vi. Monmouth County Headquarters Library
 - vii. Ocean County Library

Applications shall be mailed by the Administrative Agent to the prospective applications upon request. Also, applications shall be made available at the developer's sales/rental office and shall be mailed to prospective applicants upon request.

7. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organization(s) in Mercer, Monmouth, and Ocean Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers.
 - i. Quarterly informational flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:
 - Mercer County Board of Realtors
 - Monmouth County Board of Realtors
 - Ocean County Board of Realtors
 - ii. Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies in the counties of Mercer, Monmouth, and Ocean:
 - Welfare or Social Service Board
 - Rental Assistance Office (local office of DCA)
 - Office on Aging
 - Housing Authority

Community Action Agencies

Community Development Departments

- iii. Quarterly informational circulars and applications shall be sent to the chief personnel administrators of all the major employers within the region as listed on Attachment A in accordance with the Region 4 Affirmative Marketing Plan.
- iv. Quarterly informational circulars, applications, and copies of press releases and advertisements of the availability of low and moderate income housing shall be sent to the following additional community and regional organizations:

Fair Share Housing Center

New Jersey State Conference of NAACP

Asbury Park/Neptune

Greater Freehold NAACP

Greater Red Bank NAACP

Long Branch NAACP

Senior Citizens United Community Services (SCUCS)

STEPS Conference

Supportive Housing Association

The Latino Action Network

8. A random selection method to select occupants of low and moderate income housing will be used by the Administrative Agent in conformance with N.J.A.C. 5:80-26.16(l). The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 4 comprised of Mercer, Monmouth, and Ocean Counties.
9. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify low and moderate income households; to place income eligible households in low and moderate income units upon initial occupancy; to provide for the initial occupancy of low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26.1, et seq.
10. The Administrative Agent shall provide or direct qualified low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.

11. All developers/owners of low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.
12. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all low income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary.
13. The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, et seq. and the Order granting the Borough a Final Judgment of Compliance and Repose.

Gary Baldwin

 GARY A. BALDWIN, COUNCIL PRESIDENT

BOROUGH OF TINTON FALLS COUNCIL

Council Member	Moved	Second	Ayes	Nays	Absent	Abstain
Ms. Fama			X			
Mr. Manginelli			X			
Mr. Pak		X	X			
Mr. Siebert	X		X			
Mr. Baldwin			X			

CERTIFICATION

I, Melissa A. Hesler, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held March 19, 2019.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 19th day of March, 2019.

Melissa A. Hesler

 Melissa A. Hesler
 Borough Clerk



Appendix E: Affordable Housing Ordinance to Implement Terms of the Settlement Agreement

**BOROUGH OF TINTON FALLS
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

ORDINANCE 2019-1443

AN ORDINANCE OF THE BOROUGH OF TINTON FALLS TO IMPLEMENT THE BOROUGH'S THIRD ROUND HOUSING PLAN ELEMENT AND FAIR SHARE PLAN CONSISTENT WITH THE TERMS OF A SETTLEMENT AGREEMENT REACHED BETWEEN THE BOROUGH OF TINTON FALLS AND THE FAIR SHARE HOUSING CENTER REGARDING COMPLIANCE WITH THE BOROUGH'S THIRD ROUND AFFORDABLE 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.

WHEREAS, the Borough of Tinton Falls ("Borough") filed a Mt. Laurel declaratory judgment action in the Superior Court of New Jersey, Law-Division bearing the caption In the Matter of the Borough of Application of the Borough of Tinton Falls, Docket No. MON-L-2475-15 following the New Jersey Supreme Court's decision in Mt. Laurel IV; and

WHEREAS, the Borough entered into a Settlement Agreement with Fair Share Housing Center on or about April 20, 2018 establishing the Borough's Third Round affordable housing obligation for the period 1999-2025 and the compliance mechanisms by which the Borough will meet its constitutional obligation to provide for its fair share of affordable housing; and

WHEREAS, the Court entered an order on November 7, 2018 approving the Settlement Agreement by and between the Borough and Fair Share Housing Center finding on a preliminary basis that the Settlement Agreement is fair to low and moderate-income households; and

WHEREAS, the Court Order approving the Settlement Agreement requires the Borough to adopt an affordable housing ordinance incorporating the requirements of the Fair Housing Act and its implementing regulations including the Uniform Housing Affordability Controls into the Borough code;

WHEREAS, the Borough Council find it is in the best interest of the Borough to implement the terms and conditions of the Settlement Agreement and the requirements of the Court's order approving the Settlement Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Tinton Falls, County of Monmouth, and State of New Jersey that Chapter XLIII entitled "Affordable Housing" of the General Ordinances of the Borough of Tinton Falls is hereby deleted and replaced in its entirety with the following:

43-1. Title

This Chapter shall Be known and may be cited as the "Affordable Housing Ordinance of the Borough of Tinton Falls".

43-2. 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 Borough of Tinton Falls 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 Tinton Falls Borough 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 Borough and Fair Share Housing Center (FSHC).

- (c) This Ordinance implements the Borough's Fair Share Plan, addresses the requirements of the Court and the terms of the settlement agreement.
- (d) The Borough of Tinton Falls 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 Borough Hall located on 556 Tinton Avenue, Tinton Falls, NJ 07724.

43-3. 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 Subcode, 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 a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

"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 must have a twenty percent set aside of affordable units if the development has five or more units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

“Low-income household” 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.

“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 Subcode, 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.

Chapter 43-4. Affordable Housing Programs

The Borough of Tinton Falls will use the following mechanisms to satisfy its affordable housing obligations:

(a) A Rehabilitation program.

1. The Borough of Tinton Falls and Fair Share Housing Center have agreed upon a rehabilitation program of eighty-nine (89) units. The Borough will continue to participate in the Monmouth County rehabilitation program to update and renovate deficient housing units occupied by low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28. The Borough will rehabilitate housing units to improve the housing stock and continue to provide affordable units through rehabilitation.
2. All rehabilitated rental and 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 Borough of Tinton Falls 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 Borough of Tinton Falls 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 the owner occupancy rehabilitation program and a rehabilitation manual for the rental occupancy rehabilitation program to be adopted by resolution of the governing body and 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) In accordance with the requirements of N.J.S.A. 52:27D-329.9, any residential development located within the boundaries of Fort Monmouth in Tinton Falls shall have a twenty percent to be reserved for occupancy by low and moderate income households. Tinton Falls endorses and encourages FMERA's s planning efforts to provide affordable housing on Fort Monmouth in conformance with the Fort Monmouth Reuse and Redevelopment Plan and applicable law.

(c) In accordance to the Settlement Agreement - The following two sites identified in the Housing Element and Fair Share Plan for the Borough of Tinton Falls, known as

Carney Site: Block 91 lot 1

Hovtown: Block 150.03 lot 1- 108

When developed are required to be provide the following minimum number of low and moderate income units:

Carney Site a total of 32 affordable units

Hovtown a total of 18 affordable units

(d) 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
75	75
100	90

(e) 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.

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

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

43-5. 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 including that 13% shall be very low income. If there is only one affordable unit it must be a low income unit.

3. Thirteen percent (13%) of all affordable units in the Borough within each bedroom distribution 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 a very low income unit shall be deposited into the Borough's Affordable Housing Trust Fund based on the difference in cost between providing a very low income unit and the region's affordability average. Inclusionary developments of 10 or more total units shall be required to provide a minimum of one very low income unit. 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 Subcode, 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 Subcode, N.J.A.C. 5:23-7, or evidence that the Borough of Tinton Falls 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 Borough'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 Borough of Tinton Falls 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 Borough.
- 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 Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Borough'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 Subcode, 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.

43-6. Affirmative Marketing Requirements

- (a) The Borough of Tinton Falls 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 Borough of Tinton Falls 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 Borough.

43-7. 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. Provide separate bedrooms for parents and children; and
 4. 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.

43-8. 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 Borough of Tinton Falls 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.

43-9. 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.

43-10. 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.

43-11. 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).

43-12. 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 Borough of Tinton Falls 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 Monmouth. The deed shall also identify each affordable unit by apartment number and/or address and whether that unit is designated as a very low, low or moderate income unit. Neither the unit nor its affordability designation shall change throughout the term of the deed restriction. 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.

43-13. Price Restrictions for Rental Units; Leases

- (a) A written lease shall be required for all restricted rental units, 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.

43-14. 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.

43-15. Administration

- (a) The position of Municipal Housing Liaison (MHL) for the Borough of Tinton Falls is established by this ordinance. The Borough 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 Tinton Falls.
 - 2. The person appointed as the MHL must be reported to the Court and thereafter posted on the Borough'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 Borough of Tinton Falls, 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 Borough'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 Borough of Tinton Falls shall designate by resolution of the Borough Council, 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.

43-16. 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 Borough of Tinton Falls 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.

43-17. Appeals

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

BE IT FURTHER ORDAINED that the remainder of all other sections and subsections of the Borough Code not specifically amended by this Ordinance shall remain in full force and effect and that all other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency. 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.

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

Introduced: March 5, 2019

Adopted: April 16, 2019



GARY A. BALDWIN
COUNCIL PRESIDENT



VITO PERILLO
MAYOR

ATTEST:



MELISSA A. HESLER
BOROUGH CLERK

APPROVED AS TO FORM:



KEVIN N. STARKEY, ESQ.
DIRECTOR OF LAW



Borough of
Tinton Falls
New Jersey

MELISSA A. HESLER, RMC, CMR
BOROUGH CLERK

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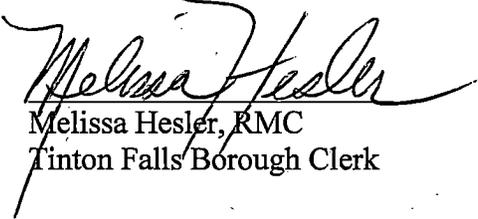
OFFICE OF THE BOROUGH CLERK

TO: Tinton Falls Planning Board
FROM: Melissa Hesler, RMC
DATE: March 13, 2019
RE: Ordinance No. 2019-1443

In accordance with section 40:55D-62 of the Municipal Land Use Law the Borough Council of the Borough of Tinton Falls has introduced Ordinance 2019-1443 *An Ordinance Of The Borough Of Tinton Falls To Implement The Borough's Third Round Housing Plan Element And Fair Share Plan Consistent With The Terms Of A Settlement Agreement Reached Between The Borough Of Tinton Falls And The Fair Share Housing Center Regarding Compliance With The Borough's Third Round Affordable 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.*

The public hearing on this ordinance is scheduled for March 19, 2019.

At this time the Borough Council asks that the Tinton Falls Planning Board review this ordinance at your next meeting and provide your recommendation before the scheduled hearing.


Melissa Hesler, RMC
Tinton Falls Borough Clerk



**Borough of
Tinton Falls
New Jersey**

PLANNING BOARD
DEANNA KEEFER

MUNICIPAL CENTER
556 TINTON AVENUE
TINTON FALLS, NJ 07724-3298
PHONE #: 732-542-3400 EXT. 232
EMAIL: dkeefe@tintonfalls.com

TO: The Mayor and Council

The Planning Board, having considered Ordinance No. 2019-1443, pursuant to Section 26 of the Municipal Land Use Law finds the proposed ordinance not inconsistent with the Master Plan.

The Board has the following additional comments:

1. 1. The Board notes that it recently adopted the Housing Plan Element and Fair Share Plan dated February 27, 2019 and amended the Master Plan to incorporate same therein.
2. The purpose of the proposed Ordinance is to amend the Borough's Land Use and Development Regulations so as to implement the Housing Plan Element and Fair Share Plan, and amend the existing affordable housing development fee ordinance, and establish an Affordable Housing Overlay Zone.
3. The Board finds and concludes that the proposed Ordinance is not inconsistent with the Borough Master Plan in light of the recently adopted Housing Plan Element and Fair Share Plan and the proposed Ordinance serves to implement the Housing Plan Element and Fair Share Plan.
4. The Board offers no recommendations regarding said Ordinance.
5. The Board adopted a Resolution constituting its Report concerning said Ordinance, and respectfully submits same to the Mayor and Council of the Borough of Tinton Falls.

Respectfully Submitted,

Sean Collins.
Planning Board Vice-Chairman

Dated: March 14, 2019

Melissa A. Hesler

From: Melissa A. Hesler
Sent: Wednesday, March 13, 2019 1:48 PM
To: Beth Kara - Colts Neck Township (bkara@coltsneck.org); 'Heidi Brunt - Middletown Township'; 'Janet Delonardo - Shrewsbury Township'; Jennifer Beahm; 'Julie Martin - Eatontown Borough'; 'Maureen Muttie - Shrewsbury Borough'; 'Pam Borghi - Red Bank Borough'; 'Richard J. Cuttrell - Neptune Township'; 'Roberta Lang - Wall Township'; 'Vincent Buttiglieri - Ocean Township'
Subject: 2019-1443 Ordinance Amending Land Use Regulations - Implementing Housing Element and Fair Share Plan
Attachments: 2019-1443 Ordinance to Implement the Borough's Third Round Housing Plan Element and Fair Share Plan.pdf

March 13, 2019

JoAnn Denton, Planning Board Secretary
Monmouth County Planning Board
Hall of Records Annex, 2nd Floor
One East Main Street
Freehold, NJ 07728

RE: Ordinance 2019-1443 Amending the Borough of Tinton Falls Land Use Regulation Pertaining to Implementing the Housing and Fair Share Plan

Dear Ms. Denton:

Attached please find a copy of the above mentioned ordinance which was introduced by the Tinton Falls Borough Council on March 5, 2019 with a public hearing scheduled for March 19, 2019

Please file this ordinance accordingly. If you have any questions please contact this office at your convenience.

Very truly yours,

Melissa Hesler

Melissa Hesler, RMC, CMR
Borough Clerk

Via Email – Municipal Clerks

Colts Neck Township
Eatontown Borough
Middletown Township
Neptune Township
Ocean Township
Red Bank Borough
Shrewsbury Borough
Shrewsbury Township
Wall Township

Municipal Planner – Leon Avakian & Associates

MONMOUTH COUNTY PLANNING BOARD

Hall of Records Annex
One East Main Street
Freehold, New Jersey 07728-1255
732-431-7460

No. 7941

Municipality: Tinton Falls Borough
To: Maureen Muttie
Address: 556 Tinton Avenue
Tinton Falls, NJ 07724

Draft Date Received: 3/1/2019
Final Date Received:
Rejected Date Received:

Transmitted Via: Mail
 Certified Mail (Number)
 Email

Draft Certified: 9414 7266 9904 2136 9538 11
Final Certified:
Other Certified:

Resolution Number: MP

Document Type: Master Plan

The following document(s) was received on this date at the offices of the Monmouth County Planning Board, in accordance with the provisions of R.S. 40:55D-15 and 40:55D-16 – Municipal Land Use Law (Chapter 291 Laws of 1975) and other applicable statutes.

Housing Plan Element & Fair Share Plan which includes affordable housing strategy for the 1999-2025 time period.

If we have any comments or recommendations concerning the above document(s), they will be forwarded to you prior to the Public Hearing scheduled to be held on 3/13/2019

Date Adopted:

PLEASE RETAIN ALL CORRESPONDENCE AND RECEIPTS FROM THE MONMOUTH COUNTY PLANNING BOARD FOR YOUR OFFICIAL RECORDS.

Date Transmitted: 3/1/2019

Transmitted By: JMS

Title: Account Clerk

RECEIVED

MAR 01 2019

BOROUGH CLERK'S OFFICE

MONMOUTH COUNTY PLANNING BOARD

Hall of Records Annex
One East Main Street
Freehold, New Jersey 07728-1255
732-431-7460

No. 8028

Municipality: Tinton Falls Borough
To: Maureen Muttie
Address: 556 Tinton Avenue
Tinton Falls, NJ 07724

Draft Date Received: 7/2/2019
Final Date Received:
Rejected Date Received:

Transmitted Via: Mail
 Certified Mail (Number)
 Email

Draft Certified:
Final Certified:
Other Certified:

Resolution Number:

Document Type: Development Regulation

The following document(s) was received on this date at the offices of the Monmouth County Planning Board, in accordance with the provisions of R.S. 40:55D-15 and 40:55D-16 – Municipal Land Use Law (Chapter 291 Laws of 1975) and other applicable statutes.

Implement 3rd Round Housing Plan Element and Fair Share Plan

If we have any comments or recommendations concerning the above document(s), they will be forwarded to you prior to the Public Hearing scheduled to be held on 4/16/2019

Date Adopted: 4/16/2019

PLEASE RETAIN ALL CORRESPONDENCE AND RECEIPTS FROM THE MONMOUTH COUNTY PLANNING BOARD FOR YOUR OFFICIAL RECORDS.

Date Transmitted: 7/2/2019

Transmitted By: JMB

Title: AD

Appendix F: Residential and Non-Residential Developer Fee Ordinances

ORDINANCE NO. 2019-1444

BOROUGH OF TINTON FALLS
COUNTY OF MONMOUTH

AN ORDINANCE AMENDING CHAPTER XXIII (DEVELOPMENT FEES) AND DELETING CHAPTER 39 OF THE GENERAL ORDINANCES OF THE BOROUGH OF TINTON FALLS AMENDING THE MANDATORY DEVELOPMENT FEES AND OTHERWISE UPDATING THE BOROUGH CODE TO ENSURE CONSISTENCY WITH THE BOROUGH'S SETTLEMENT IN ITS MT. LAUREL LITIGATION, THE FAIR HOUSING ACT AND COAH'S REGULATIONS

WHEREAS, the Borough of Tinton Falls ("Borough") filed a Mt. Laurel declaratory judgment action in the Superior Court of New Jersey, Law-Division bearing the caption In the Matter of the Borough of Application of the Borough of Tinton Falls, Docket No. MON-L-2475-15 following the New Jersey Supreme Court's decision in Mt. Laurel IV; and

WHEREAS, the Borough entered into a Settlement Agreement with Fair Share Housing Center on or about April 20, 2018 establishing the Borough's Third Round affordable housing obligation for the period 1999-2025 and the compliance mechanisms by which the Borough will meet its constitutional obligation to provide for its fair share of affordable housing; and

WHEREAS, the Court entered an order on November 7, 2018 approving the Settlement Agreement by and between the Borough and Fair Share Housing Center finding on a preliminary basis that the Settlement Agreement is fair to low and moderate-income households; and

WHEREAS, the Court Order approving the Settlement Agreement requires the Borough to adopt an affordable housing ordinance incorporating the requirements of the Fair Housing Act and its implementing regulations including the Uniform Housing Affordability Controls into the Borough code;

WHEREAS, the Borough Council find it is in the best interest of the Borough to implement the terms and conditions of the Settlement Agreement and the requirements of the Court's order approving the Settlement Agreement which includes updating the Borough's Development Fee ordinance and otherwise updating the Borough Code to ensure consistency with the Fair Housing Act and COAH's regulations.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Tinton Falls, County of Monmouth, and State of New Jersey that Chapter XXIII entitled "Development Fees" of the General Ordinances of the Borough of Tinton Falls is hereby amended as follows: with the following:

Chapter XXIII (Development Fees) of the General Ordinances of the Borough of Tinton Falls is hereby amended or supplemented as follows (new text is double underlined, text to be deleted is ~~struck through~~ and notations to the reader and changes in subparagraph designations either with or without changes to content are italicized):

CHAPTER XXIII DEVELOPMENT FEES

Chapter XXIII (Development Fees) 5 is amended as follows:

§23-1 **Definitions** is amended to include the following "Green building strategies" means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

Purpose

- a) In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- b) Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH- or Court-approved spending plan may retain fees collected from non-residential development.
- c) This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to the regulations and in accordance with P.L.2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of the rules on development fees, codified at N.J.A.C. 5:97-8.

§23-4 Residential Development Fees

23-4.1. Requirements.

- a. Developers of new housing in all residential districts shall pay a development fee of one and half percent 1.5% of the equalized/assessed value of each new residential dwelling unit. Where a structure is converted so as to provide one (1) or more additional dwelling units, the fee to be paid shall be based on one and half percent 1.5% of the increase in the equalized assessed value. As used herein, "developer" includes an individual or entity constructing one (1) dwelling unit as well as an individual or entity constructing more than one (1) dwelling unit.
- b. Where an increase in density is granted pursuant to a "d" variance, residential developers shall pay a development fee of one and half percent (1.5%) for the number of units permitted by right and shall pay an additional development fee of six percent (6%) of the equalized assessed value for each additional dwelling unit permitted as a result of the "d" variance. Pursuant to COAH regulations, municipalities must consider the zoning of property during the two (2) years prior to filing a "d" variance application for purposes of determining that an increase in density has been provided. Thus, if the zoning on the property has changed during the two (2) year period, the base density, for the purposes of calculating the additional development fee, shall be the highest density permitted by right during the two (2) years preceding the filing of the "d" variance application.

§23-4.2 Residential Exemptions is amended to create a new subsection (d):

(d) Owner-occupied residential structures demolished and replaced as a result of a fire, flood, or natural disaster shall be exempt from paying a development fee.

§23-5. Nonresidential Development Fees.

23-5.1. Requirements.

a) Imposed fees

- i. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- ii. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
- iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

§23-5.2 Nonresidential Exemptions

a. Eligible exactions, ineligible exactions and exemptions from non-residential development fees :

- i. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.
- ii. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- iii. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.

- iv. A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
- v. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by Tinton Falls as a lien against the real property of the owner.

§23-6 Collection of Fees

(no changes)

§23-7 Affordable Housing Trust Fund

All development fees collected pursuant to this Chapter and all interest generated by the deposits shall be required to be spent in accordance with the Spending Plan approved by the Superior Court. If the Superior Court determines that Tinton Falls Borough is not in conformance with COAH's rules on development fees, the Superior Court is authorized to direct the manner in which all development fees collected pursuant to ordinance shall be expended. Such authorization is pursuant to this Chapter; COAH's rules on development fees; and the written authorization from the Borough Council to the bank in which the Housing Trust Fund is located.

§23-8 Use of Funds

- a. Money deposited in the Affordable Housing Trust Fund may be used for any activity approved the Court in accordance with a Court-approved Spending Plan for addressing the Borough's low and moderate-income housing obligation such as, but not limited to, housing rehabilitation.
- b. (no change).
- c. (no change).

§23-9 Expiration of Chapter

This chapter shall expire as a result of any of the following:

- a. The Superior Court's dismissal or denial of the Borough's declaratory judgment action seeking a judgment of repose and compliance.
- b. The expiration of the time defined by the Final Judgment of Compliance and Repose unless extended by order of the Superior Court.

§23-10 Monitoring

The Borough shall complete all monitoring forms related to the collection of development fees, expenditures of revenues, and implementation of the Spending Plan as approved and required by the Superior Court. Quarterly

financial reports and annual program implementation and auditing reports shall be completed on forms approved by the Superior Court.

§23-11 Spending Plans

The Borough shall submit to the Superior Court a Spending Plan for the collected development fees. The plan submitted shall include the following:

- (a)- (f) (no changes)

§23-12 Penalties

In the event any of the conditions set forth in Section 23-12b occur, the Superior Court is authorized, on behalf of the Borough after conducting a hearing upon proper notice in accordance with the Rules of Court, to direct the manner in which all development fees collected pursuant to this chapter shall be expended. Should any such condition occur, such revenues shall immediately become available for expenditure at the direction of the Superior Court upon the Borough Clerk's receipt of written notification from the Superior Court that such a condition has occurred. In furtherance of the foregoing, the bank account established pursuant to this chapter shall provide whatever express written authorization which may be required by the bank to permit the Superior Court to direct disbursement of such revenues from the account following the delivery to the bank of the aforementioned written notification from the Superior Court to the Borough Clerk.

- b. Occurrence of the following may result in the Superior Court taking action pursuant to Section 23-12a.
1. Failure to submit a Spending Plan within the time limits imposed by the Superior Court.
2. Failure to meet deadlines for information required by the Superior Court in the Superior Court's review of this chapter, the Borough's Housing Element, or the Spending Plan.
3. Failure to address the Superior Court's conditions for approval of the Spending Plan within the deadlines imposed by the Superior Court.
4. Failure to submit accurate monitoring reports within the time limits imposed by the Superior Court.
5. Failure to implement the Spending Plan within the time limits imposed by the Superior Court or within reasonable extensions granted by the Superior Court.
6. Expenditure of development fees on activities not permitted by the Superior Court.
7. Other good cause demonstrating that the revenues are not being used for the intended purpose(s).

§23-13 Severability.

(no changes)

§23-14 Effective Date.

This chapter shall take effect upon receipt of approval from the Superior Court of New Jersey.

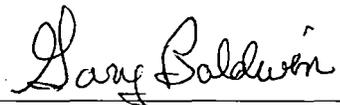
BE IT FURTHER ORDAINED that Chapter XXXIX entitled "Development Fees" from the Borough Code is eliminated in its entirety because it is duplicative of Chapter 23.

BE IT FURTHER ORDAINED if any section, subsection, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance. All ordinances or parts of ordinances inconsistent

with this ordinance are hereby repealed to the extent of such inconsistency.

Introduced: March 5, 2019

Adopted: April 16, 2019

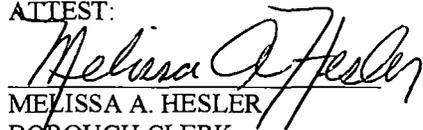


GARY A. BALDWIN
COUNCIL PRESIDENT



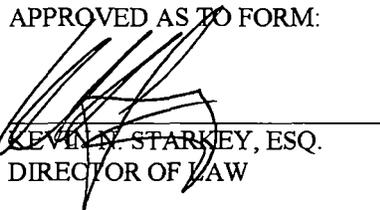
VITO PERILLO
MAYOR

ATTEST:



MELISSA A. HESLER
BOROUGH CLERK

APPROVED AS TO FORM:



KEVIN N. STARKEY, ESQ.
DIRECTOR OF LAW



**Borough of
Tinton Falls
New Jersey**

PLANNING BOARD
DEANNA KEEFER

MUNICIPAL CENTER
556 TINTON AVENUE
TINTON FALLS, NJ 07724-3298
PHONE #: 732-542-3400 EXT. 232
EMAIL: dkeefe@tintonfalls.com

**REPORT OF THE BOROUGH OF TINTON FALLS
PLANNING BOARD UNDER N.J.S.A.40:55D-26**

To: The Mayor and Council

The Planning Board, having considered Ordinance No. 2019-1442, pursuant to Section 26 of the Municipal Land Use Law finds the proposed ordinance not inconsistent with the Master Plan.

The Board has the following additional comments:

1. None

Respectfully Submitted,

Sean Collins
Planning Board Vice-Chairman

Dated: March 13, 2019

Appendix G: Resolution of Intent to Bond

RESOLUTION OF INTENT TO FUND AFFORDABLE HOUSING PROGRAMS

WHEREAS, the Borough of Tinton Falls ("Borough") filed a Mt. Laurel declaratory judgment action in the Superior Court of New Jersey, Law-Division bearing the caption In the Matter of the of Application of the Borough of Tinton Falls, Docket No. MON-L-2475-15 (the "Litigation") following the New Jersey Supreme Court's decision in Mt. Laurel IV; and

WHEREAS, the Borough entered into a Settlement Agreement with Fair Share Housing Center on (the "Settlement Agreement") establishing the Borough's Third Round affordable housing obligation for the period 1999-2025 and the compliance mechanisms by which the Borough will meet its constitutional obligation to provide for its fair share of affordable housing; and

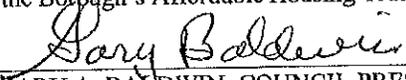
WHEREAS, the Court conducted a Fairness Hearing and entered an order on November 7, 2018 approving the Settlement Agreement by and between the Borough and Fair Share Housing Center finding on a preliminary basis that the Settlement Agreement is fair to low and moderate-income households and it thereafter further issued a Final Judgment of Repose and Compliance on ; and

WHEREAS, the Borough had established an Affordable Housing Trust Fund to which it development fees are paid pursuant to the Borough's approved development fee ordinance and the Borough intends to fund affordable housing programs by relying upon the Affordable Housing Trust Fund which are monies paid by developer contributions in accordance with state law to the Borough; and

WHEREAS, in the highly unlikely event that there are insufficient funds in the Affordable Housing Trust Fund to complete the affordable housing programs included in the Borough's Housing Element and Fair Share Plan, the Court Order approving the Settlement Agreement requires the Borough to provide a potential backstop funding mechanism to address any funding shortfall.

WHEREAS, the Borough Council believes it is in the best interest of the Borough to comply with the Court's Order so as to obtain and maintain its final judgment of repose and compliance and immunity from builder's remedy litigation through July 1, 2025.

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls that the Borough does hereby agree to appropriate funds or authorize the issuance of debt to fund any shortfall in its affordable housing program that may arise in the highly unlikely event there are insufficient funds in the Borough's Affordable Housing Trust Fund for such obligations.


GARY A. BALDWIN, COUNCIL PRESIDENT

BOROUGH OF TINTON FALLS COUNCIL

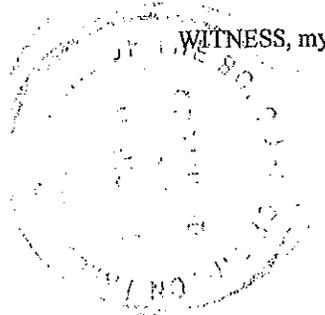
Council Member	Moved	Second	Ayes	Nays	Absent	Abstain
Ms. Fama			X			
Mr. Manginelli		X	X			
Mr. Pak					X	
Mr. Siebert	X		X			
Mr. Baldwin			X			

CERTIFICATION

I, Melissa A. Hesler, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held December 17, 2019.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 17th day of December, 2019.


Melissa A. Hesler
Borough Clerk



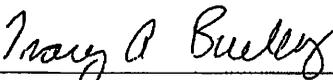
Appendix H: Municipal Housing Liaison Resolution

RESOLUTION APPOINTING A MUNICIPAL HOUSING LIAISON

WHEREAS, pursuant to N.J.A.C. 5:96-17.1 and N.J.A.C. 5:80-26.1 et seq. the Borough of Tinton Falls is required to appoint a Municipal Housing Liaison (“MHL”) for the administration of the Borough of Tinton Falls’ Affordable Housing Program to enforce the requirements of N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq.; and

WHEREAS, the Borough of Tinton Falls has amended its code to provide for the appointment of an MHL to administer the Borough of Tinton Falls’ Affordable Housing Program; and

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls, in the County of Monmouth, and the State of New Jersey that Charles Terefenko, Business Administrator, is hereby appointed by the Borough Council of the Borough of Tinton Falls as the Municipal Housing Liaison for the administration of the Affordable Housing Program pursuant to and in accordance with Ordinance # 08-1248 and as codified in the Borough Code of the Borough of Tinton Falls.



Tracy A. Buckley, Council President

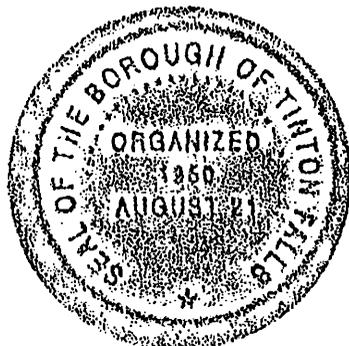
BOROUGH OF TINTON FALLS COUNCIL

Council Member	Moved	Second	Ayes	Nays	Absent	Abstain
Mrs. Clay			X			
Dr. Dobrin			X			
Mr. Manginelli		X	X			
Mr. Nesci	X		X			
Ms. Buckley			X			

CERTIFICATION

I, Michelle Hutchinson, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held March 1, 2022.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 1st day of March, 2022.





Michelle Hutchinson
Borough Clerk

Appendix I: Administrative Agent Resolution and Contract

**RESOLUTION AUTHORIZING THE AWARD OF A "NON-FAIR AND OPEN" CONTRACT FOR
PROFESSIONAL AFFORDABLE HOUSING ADMINISTRATION SERVICES
CONTRACT PS #2-19**

WHEREAS, the Borough of Tinton Falls has a need for professional Affordable Housing Administration services as a non-fair and open contract pursuant to the provisions of NJSA 19:44A-20.5; and

WHEREAS, such professional legal services can only be provided by licensed professionals in accordance with the Local Public Contracts Law, NJSA 40A:11-5(1)(a), and the firm of CME, 1460 Route 9 South, Howell, NJ 07731 is so recognized; and

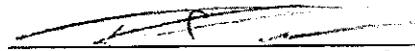
WHEREAS, this contract is to be awarded for an amount not to exceed \$25,000.00 for professional Affordable Housing Administration services; and

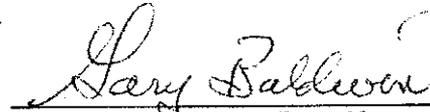
WHEREAS, Local Public Contracts Law, NJSA 40A:11-1 et seq. requires that notice with respect to contracts for professional services awarded without competitive bids must be publicly advertised;

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls that the firm of CME, 1460 Route 9 South, Howell, NJ 07731 is hereby retained to provide professional Affordable Housing Administration services for an amount not to exceed \$25,000.00 for a term expiring December 31, 2019.

I hereby certify funds are available from: Affordable Housing Trust Fund

T-03-56-860-cw-001


Thomas P. Fallon, Chief Financial Officer


Gary A. Baldwin, Council President

BOROUGH OF TINTON FALLS COUNCIL

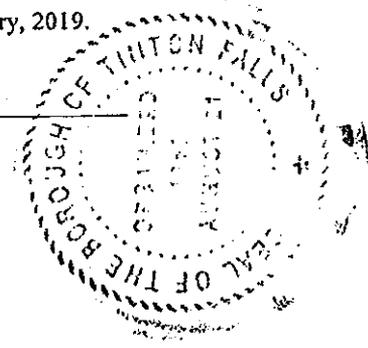
Council Member	Moved	Second	Ayes	Nays	Absent	Abstain
Ms. Fama			X			
Mr. Manginelli			X			
Mr. Pak		X	X			
Mr. Siebert	X		X			
Mr. Baldwin			X			

CERTIFICATION

I, Melissa A. Hesler, Borough Clerk of the Borough of Tinton Falls, hereby certify the foregoing to be a true copy of a resolution adopted by the Tinton Falls Borough Council at their meeting held February 5, 2019.

WITNESS, my hand and the seal of the Borough of Tinton Falls this 5th day of February, 2019.


Melissa A. Hesler
Borough Clerk



Appendix J: Approved Project Resolutions

RESOLUTION GRANTING
FINAL MAJOR SUBDIVISION APPROVAL
HOVTOWN

WHEREAS, HOVTOWN, INC., a corporation of the State of New Jersey, with offices located at 1433 Hooper Avenue, Toms River, New Jersey, 08753 (the "Applicant") has applied to the Planning Board of the Borough of Tinton Falls for final approval for major subdivision of Lot 1.01 in Block 149 and Lots 12 and 13 in Block 150-B (the "Property") so as to create a new Lot 12 in Block 150-B and a new Lot 1.01 in Block 149 and to further subdivide new Lot 12 in Block 150-B into 108 townhouse lots and one open space lot (the "Project") all as shown on plans entitled "HOVTOWN VILLAGE - Lot 1.01 Block 149 - lots 12 and 13 Block 150-B - Borough of Tinton Falls - Monmouth County, New Jersey - FINAL MAJOR SUBDIVISION" consisting of 9 sheets, prepared by Donald W. Smith Associates, P.A. and revised through September 12, 1985 (the "Final Plans"); and

WHEREAS, Applicant on June 19, 1985 received preliminary subdivision approval for the Property, as more specifically shown in Application PB 85-3; and

WHEREAS, the Final Plans comply with the requirements of Section 85-31D and the Applicant has met the requirements of Section 85-30A (1) and (2); and

WHEREAS, the Applicant has elected to post a performance bond to guarantee the satisfactory installation of the required improvements;

NOW, THEREFORE BE IT RESOLVED by the Planning Board of the Borough of Tinton Falls that final subdivision approval be and hereby is granted to the Final Plans, SUBJECT to the following conditions:

(1) The requirements for low and moderate income housing units and compliance with Section 85-52.1 and any amendments thereto hereinafter adopted shall be binding upon the Applicant and its successors in title, this provision to be inserted in the Declaration of Restrictive and Protective Covenants to be filed by Applicant. Provided, however, that Applicant shall be permitted to construct, sell, convey and obtain Certificates of Occupancy for 23 "market" dwelling units ("Market Units") in the Project prior to the commencement of construction and sale or lease of any of the designated low and moderate income dwelling units as shown on the Final Plans ("Fair-share Units"). After 23 Market Units have been completed and Certificates of Occupancy issued, Applicant shall construct

and obtain Certificates of Occupancy for one (1) Fair-share Unit for every 3.72 Certificates of Occupancy issued for Market Units constructed in the Project.

(2) Posting of a performance bond in an amount to be fixed by the Borough Engineer to guarantee satisfactory installation of the required improvements.

(3) (i) This approval is granted upon the express condition that all private roads, walkways, services, utilities, maintenance and expenses comprising or incurred in any of the interior sections of the Project shall be the obligation of the Homeowner Association or lot owners, and that under no circumstances shall an application be considered, whether to this Planning Board or the Governing Body, which seeks to have the Borough agree to pay all or any portion of such expenses. Services, utilities and maintenance expenses shall be defined to mean garbage collection, snow plowing, lighting charges and road maintenance and replacement. Provided however, that the provisions of this Paragraph (3) (i) shall not apply to Victoria Boulevard. Applicant acknowledges that the Planning Board would not have granted the waivers requested as part of the Preliminary Subdivision Approval unless the Applicant had agreed to the aforesaid condition.

(ii) Each Contract of Sale and Deed of Conveyance for lots in this Project shall specifically set forth a complete copy of Section (3) (i) of this Resolution (with sufficient identifying language) so that all purchasers shall be aware of the conditions therein set forth. In addition, copies of this Resolution of final subdivision approval and any subsequent Resolution by this Planning Board pertaining to this project shall be available at Applicant's sales office for review by purchasers.

(4) Applicant shall secure approval from the New Jersey Department of Transportation to connect to the Department of Transportation's drainage system.

(5) Applicant shall secure approval from the New Jersey Department of Transportation to intersect Victoria Boulevard with New Jersey Routes 33 and 66.

(6) Applicant shall secure the sanitary sewer extension approvals from the New Jersey Department of Environmental Protection for the proposed sewerage system for the Project.

(7) Applicant shall secure approval from the Freehold Soil Conservation District.

(8) The Applicant was granted an additional density of one unit per acre, or eighteen units, in consideration of the Applicant's undertaking to construct and contribute to the costs of the construction of a portion of off site sewerage improvements (the "Offsite Improvements"). The Applicant's obligations for the Offsite Improvements are memorialized in an Agreement dated December 27, 1985 between the Applicant, Robert Carton and the Borough of Tinton Falls (the "Offsite Improvement Agreement").

(a) In the event the Applicant makes an application for Certificates of Occupancy for residential dwellings in the Project prior to the date of the completion of the Offsite Improvements, the Applicant shall, prior to the issuance of said Certificates of Occupancy, post the performance bond ("Performance Bond") required by the Offsite Improvements Agreement regardless of whether the posting of the Performance Bond is due at the time pursuant to the terms of the Offsite Improvements Agreement and shall also post a irrevocable Letter of Credit which shall contain the terms noted hereinafter. Said Performance Bond shall be consistent with the terms provided in the Offsite Improvements Agreement. The irrevocable Letter of Credit shall provide that in the event the application for the DEP Permit for the Offsite Improvements is denied for the construction of the Offsite Improvements for any reason whatsoever, then in such event the irrevocable Letter of Credit shall provide that within thirty (30) days of said denial, or in the event of an appeal of said denial, upon the entry of a final unappealable judgment upholding said denial, the Borough upon presentation of a Certificate by the Borough Engineer certifying the foregoing facts, shall be entitled to a payment by the issuer of the irrevocable Letter of Credit of a sum equal to the full amount of the cost of the work guaranteed under the Performance Bond for the purpose of constructing within Tinton Falls an improvement of comparable value in lieu of the Applicant's share of the Offsite Improvements.

(b) The Applicant shall not be entitled to any Certificates of Occupancy for improvements on new Lot 1.01 in Block 149, prior to the completion of the Offsite Improvements, unless and until (1) the Department

of Environmental Protection has issued a permit for the construction of the Offsite Improvements, (2) the Applicant is in compliance with the Offsite Improvements Agreement, and (3) the Applicant has provided a temporary holding tank approved by the Borough Engineer and the Department of Environmental Protection. Upon the satisfaction of all of the foregoing, the Applicant shall be entitled to obtain Certificates of Occupancy regardless of the status of completion of the Offsite Improvements.

(9) The Declaration of Restrictive and Protective Covenants to be filed of record by the Applicant shall provide that there be no parking along the interior subdivision roadways, said parking regulations to be enforced by the Homeowner's Association, and the Mayor and Council are hereby requested to adopt an ordinance so providing.

(10) Paragraph 4 k 3 of the Conditions of the Resolution granting Preliminary Approval of the Project has been clarified to provide that there be a left hand lane turn designation only on Victoria Boulevard into the interior streets added to the Final Plat, which revision has been made.

(11) Review and approval by the Planning Board Attorney of the Master Deed and related documents.

(12) Compliance by the applicant with the terms of the letter by the Borough Engineer dated February 5, 1986.

(13) Payment by the applicant to the Township of Neptune and/or the Neptune Township Sewerage Authority of any connection fees required in order to hook up to the system.

Upon the satisfaction of the conditions set forth in paragraphs (2), (4), (5), (6), (7), (11) and (12), which conditions shall be met within 280 days, the Chairman and Secretary of the Planning Board and Municipal Engineer are directed to sign the Final Plans; and

BE IT FURTHER RESOLVED, that the Applicant is directed to supply six (6) copies of same, with filing information thereon, together with a translucent cloth or mylar copy to the Secretary within ten (10) days of the date of filing, in accordance with Section 85-30B-9 of the Development Regulations Ordinance.

Moved by: Mr. Heck

Seconded by: Mr. Smolney

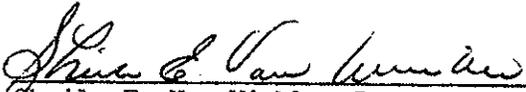
Ayes: Mr. Smolney, Mr. Blankley, Mr. William Barrett, Mayor Poremski,
Mr. Heck, Mr. Grover, Mr. Haynes, Mr. Joseph Barrett, Mr. James

Nayes: None

Absent: None

Abstain: None

Dated: February 19, 1986



Sheila E. Van Winkle, Secretary

RESOLUTION OF THE PLANNING BOARD
OF THE BOROUGH OF TINTON FALLS

WHEREAS, Hovtown, Inc. a corporation of the State of New Jersey with offices located at 1433 Hooper Avenue, Toms River, New Jersey, 08753 (the "Applicant") has made an application for Preliminary Major Subdivision and variances and waivers (the "Application") on lands and premises known as Lot 1.01 in Block 149 and Lots 12 and 13 in Block 150-B as same is depicted on the Tax Map of the Borough of Tinton Falls (the "Property"), said Application was designated PB 85-3; and

WHEREAS the Application seeks to resubdivide Lots 12 and 13 in Block 150-B and Lot 1.01 in Block 149 so as to provide for a new Lot 12 in Block 150-B and a new Lot 1.01 in Block 149; and

WHEREAS the Application further seeks to subdivide new Lot 12 in Block 150-B into 108 townhouse lots and one open space lot; and

WHEREAS, said subdivision is more specifically shown on map entitled, "HOVTOWN VILLAGE, PRELIMINARY MAJOR SUBDIVISION", dated January 30, 1985, revised June 6, 1985, prepared by Donald W. Smith Associates, P.A., consisting of 9 sheets; and

WHEREAS, in conjunction with said Application, the Applicant has requested variances from the Tinton Falls Development Regulations Ordinance (the "Ordinance") from (i) Section 85-83 H (3) in that the Applicant proposes a 50 foot rear yard setback between the new Lot 12 and new Lot 1.01, (ii) Section 85-83 (b) in that the 108 lots to be created in new Lot 12 will not front a paved street with a 50 foot right-of-way, and (iii) 85-83 H (2) in that all of the proposed lots are to be townhouse units; and

WHEREAS the Applicant has further requested Waivers from the Ordinance from (i) Section 85-72 E in that the driveways for the proposed townhouses will not provide enough room for a vehicle to exit or enter a garage while another vehicle is parked in the driveway, (ii) from 85-66 in that the Applicant does not propose to construct sidewalks within the interior of the subdivision; and (iii) Section 85-31 C (10) of the Ordinance in that the Preliminary Subdivision Plat does not designate or locate each tree on the site having a diameter of 6" or more as measured 5' above the ground; and (iv) Section 85-72 J of the Ordinance in that each private roadway, where it intersects with Victoria Boulevard, does not follow a straight line for 100 feet from the curblines of Victoria Boulevard, and (v) Section 85-72 N (1) in that dead end streets (Cotwold Court and Rothbury Court) do not provide turnarounds at the end of the court; and (vi) Section 85-72 L in that curves on the private streets appear to not provide required sight distances; and

WHEREAS, the Applicant has made proper notice to all persons and municipalities within 200 feet of the Property and in addition thereto the County of Monmouth and the Department of Transportation of the State of New Jersey and has caused notice of hearing and publication in the Asbury Park Press in accordance with N.J.S.A. 40:55D-1 et seq., the Board thereby gaining jurisdiction over the Application; and

WHEREAS at public hearing of the Board held on Wednesday, April 17, 1985, May 29, 1985 and June 12, 1985, the Application was heard and evidence was taken, and all persons wishing to be heard on

the Application were given an opportunity to do so, and the Board having received and reviewed the reports of the Borough Engineer, Monmouth County Planning Board, Subdivision Review Committee, Environmental Commission, Police Chief White, Monmouth County Regional Health Commission No. 1, Tinton Falls Shade Tree Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Borough of Tinton Falls that the following Findings of Fact are hereby made:

1. The property is presently designated as Lots 1.01 in Block 149 and Lots 12 and 13 in Block 150-B as same are depicted on the Tax Maps of the Borough of Tinton Falls, Monmouth County, New Jersey.

2. The property is presently bounded to the north by New Jersey State Highway 66, to the south by New Jersey State Highway 33 and will, if the Application is granted, to the east by a new public street, to be dedicated by the Applicant from lands presently included in the Property, known and designated as Victoria Boulevard, bearing a right of way of 60 feet and a paved roadway of 40 feet.

3. Lots 12 and 13 in Block 150-B and Lot 1.01 in Block 149 are to be resubdivided so as to provide for a new Lot 12 in Block 150-B consisting of 18.10 acres, including the 2.95 acres to be dedicated to the Victoria Boulevard right of way, and new Lot 1.01 in Block 149 consisting of 27.05 acres, including 1.83 acres to be dedicated to the Victoria Boulevard right of way.

4. New Lot 12 in Block 150-B is to be resubdivided into 108 townhouse lots and one open space lot.

5. Of the 108 townhouse lots, eighteen (18) are to be designated-moderate income dwelling units (9) and low income dwelling units (9).

6. The Applicant provided testimony that the Applicant is entitled to develop the Property to a density of six (6) units per acre in that the Applicant, under Section 85-83 H of the Ordinance is entitled to 3.5 units per acre by right, 1.5 units per acre for providing the 18 low and moderate income units and an additional 2.0 unit per acre for building off tract improvements.

7. The Applicant provided testimony as to the proposed subdivision of new Lot 12 including a description of the size of the lots, dwelling size, lot coverage, sewerage, water, storm water drainage, street lighting, and landscaping.

8. The Applicant provided testimony that new Lot 12 consisted of 18.10 acres, entitling the Applicant to develop 108.6 townhouses on the property.

9. The Applicant provided testimony and legal argument to the effect that the 2.95 acres of new Lot 12 which the Applicant is dedicating to Victoria Boulevard should be included in the calculations for permitted density under the Ordinance.

10. The Applicant is entitled to develop 108.6 townhouses on the property.

11. The Applicant introduced testimony that the Applicant would create a 50 foot setback on new Lot 1.01 in Block 149 opposite the 50 foot set back required in new Lot 12, thereby resulting in a 100 foot setback on the two lots combined.

12. The Applicant introduced testimony that given the bow tie shape of the Property and its varying widths and depths, it was not possible to provide for the 50' setback required by 85-83 H (3) along the lot line between new Lot 12 and new Lot 1.01.

13. The Applicant introduced testimony that the interior roadways designed for the Property were customary for the type of proposed development and were adequate in size for ingress and egress and site distances for all purposes including fire, police and other municipal or public welfare purposes, and accordingly that Applicant was entitled to design waivers from Sections 85-72 J, 85-72 N (1) and 85-72 L of the Ordinance.

14. The Applicant introduced testimony that Section 85-83 (b) was not intended to apply to the type of development proposed by Applicant on the Property and further indicated that the applicability of the Ordinance was a technicality in that had Applicant utilized a condominium form of ownership scheme as opposed to a lot scheme, this section of the Ordinance would not have been applicable.

15. The Applicant introduced testimony that given the configuration of the Property and the fact that the lower income housing obligation had been met, and further, since the size of the Property and the number of proposed units were close to those provisions of the Ordinance which permit all units to be of one housing style, the Applicant should be permitted to develop the entire tract as townhouse units as opposed to including some garden apartment units as required by Section 85-83 H (2) of the Ordinance.

16. William Queale, the professional planner retained by the Planning Board, concurred with the position advocated by Applicant with regard to Section 85-83 H (2) and recommended that the Property be developed exclusively for townhouse units.

17. The Applicant provided testimony that the proposed driveways for the townhouse units were adequate for their intended purpose and posed no problems related to ingress and egress.

18. The Applicant provided testimony that were the Applicant to widen the proposed driveway, that given the size of the proposed Lot, the driveway would cover an excessive portion of the front yard of the Lot, having an adverse impact upon the proposed coverage of the Property and having an adverse impact upon the appearance and aesthetics of the proposed community.

19. The Applicant provided testimony that given the nature of the development, the position of the driveways, the shallowness of the Lots and the width of the interior roadways, that the construction of sidewalks along the interior roadways were not necessary, desirable, or compatible with the construction or appearance of the proposed community.

20. The Applicant provided testimony that indicated that given the number of trees on the Property, that to prepare a plan which designated each tree with a diameter of six (6) inches or more would be extremely expensive, time consuming and serve no meaningful purpose.

21. The Applicant has prepared and submitted a plan which depicts the present location of trees in the aggregate on the Property, and indicates where significant disturbance and removal of the trees will take place.

22. All taxes are paid to date.

WHEREAS, the Planning Board of the Borough of Tinton Falls made the following conclusions regarding the Application:

1. The Application, plans and supporting documentation submitted by the Applicant are in compliance with Section 85-31C and Articles V and VI of the Tinton Falls Development Regulations Ordinance except as herein above set forth.

2. The Applicant has demonstrated sufficient grounds for the bulk variances and waivers requested in the Application.

3. The requested bulk variances will not have an adverse impact upon the surrounding properties or the Tinton Falls Development Regulations Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Borough of Tinton Falls that:

1. Preliminary Major Subdivision Approval be and the same is hereby given for the map aforesaid.

2. The Board hereby grants the Application for variances from Sections 85-83 H (3) regarding the 50 foot rear yard setback, Section 85-83 (b) regarding the size of the interior roadways, and Section 85-83 H (2) regarding the mix of the proposed units.

3. The Board hereby grants the Application for waivers from (i) Section 85-72 E regarding the size of the proposed driveways, (ii) 85-66 regarding the construction of sidewalks along the interior roadways, (iii) Section 85-31 (c) (10) regarding the submission of the tree plan, (iv) Section 85-72 J regarding the configuration of the interior subdivision roadways, (v) Section 85-72 N (1) in that Cotwold Court and Rothbury Court do not provide turnarounds at the ends of the Courts and (vi) Section 85-72 L regarding sight distances.

4. All of the foregoing actions are subject to the satisfaction of the following conditions:

a. Compliance at the time of final approval with the provisions of the Development Regulations Ordinance.

b. The requirements for low and moderate income housing units, and compliance with Section 85-52.1, shall be binding upon the applicant and its successors in title, this provision to be inserted in the Master Deed to be filed by Applicant.

c. Posting of a performance bond in an amount to be fixed by the Borough Engineer to guarantee satisfactory installation of the required improvements.

d. 1. This approval is granted upon the express understanding that all road, walkways, services, utilities, maintenance and expenses shall be the obligation of the Homeowner's Association or unit owners, and that under no circumstances shall an application be favored, whether to this Board or the Governing Body, which seeks to have the Borough agree to pay all or any portion of such expenses. Services, utilities and maintenance expenses shall be defined to include but not be limited to garbage collection, snow plowing, lighting charges and maintenance, water, gas, sewer service and pump station maintenance, road maintenance and replacement, and similar services.

2. Part of the basis for this understanding, agreed to by the applicant and the Board, is that the Board may not have acted favorably upon some of the requested waivers without it.

3. Each Contract of Sale and Deed of Conveyance for units in this development shall specifically set forth a complete copy of this Paragraph "d" of this Resolution (with sufficient identifying language) so that all purchasers shall be aware of this understanding. In

addition, copies of this Resolution of preliminary approval and any subsequent Resolutions by this Board shall be available at any sales office for review by purchasers.

e. Submission of letters from all utility companies regarding servicing the project.

f. Acknowledgment by Tax Assessor regarding assignment of lot numbers.

g. State DOT approval to connect at two locations to their drainage system.

h. State DOT approval for roadway intersection at Routes 33 and 66, and any other State Highway improvements required shall be obtained.

i. Receipt of permits and/or approvals from the following:

1. Monmouth County Planning Board
2. Department of Environmental Protection
for sanitary sewer extension
3. Department of Transportation

j. Installation of off site sewer lines to Jumping Brook interceptor.

k. Revision of subdivision map to show:

1. Twenty-five foot minimum setback throughout
2. No parking on interior roads
3. Left hand lane turn designation on interior streets
4. Percentage of tract covered
5. Connect storm drain in Victoria Boulevard from Barnsley Way to Granville Court
6. No Certificate of Occupancies issued until completion of the sewer line from the commercial tract to the Jumping Brook interceptor.

Upon compliance with conditions F & K set forth above, the Chairman and Secretary of the Planning Board and Municipal Engineer are authorized and directed to sign the subdivision map aforesaid, said conditions to be met within ninety-five (95) days of June 19, 1985.

MOVED BY: Mrs. Littman

SECONDED BY: Mr. Barrett

AYES: Mr. James, Mr. Barrett, Mrs. Littman, Mayor Cohen,
Mrs. Heller, Mr. Schulman, Mr. Keelen, Mr. Hiltbrunner

NAYES: None

ABSENT: Mr. Stosik

ABSTAIN: None

DATED: June 19, 1985


SHEILA E. VAN WINKLE, SECRETARY

RESOLUTION

of the

**PLANNING BOARD OF THE BOROUGH OF TINTON FALLS
GRANTING PRELIMINARY AND FINAL SITE PLAN AND SUBDIVISION
APPROVAL WITH BULK VARIANCES AND SUBMISSION AND DESIGN WAIVERS**

APPLICANT: US Home Corporation d/b/a Lennar ("Lennar" or "Applicant")
Block 101, Portion of Lot 1
P.B. # 2017-10

WHEREAS, the Applicant is the contract purchaser of the property within the Borough of Tinton Falls (the "Borough") surrounded by Municipal Drive, Tinton Avenue, Pearl Harbor Road and Corregidor Road and also identified on the Borough's Tax Map as Block 101, portion of Lot 1 (the "Property"); and

WHEREAS, the Property was designated an "area in need of redevelopment" pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. § 40A:12A-1, *et seq.* ("LRHL") by Resolution No 12-089, titled "Resolution Designating Block 101, Lot 1 as an Area in Need of Redevelopment," adopted by the Borough's Council on March 6, 2012 (the "Area in Need Designation"); and

WHEREAS, the Property is located within the former Fort Monmouth portion of the Borough and

WHEREAS, this 40.43 acre property formerly contained enlisted family housing and currently contains vacant land, one building, paved parking areas, and paved roads; and

WHEREAS, the Applicant has proposed to subdivide and redevelop the Property with a mix of residential and commercial uses, along with associated site improvements such as open space, parking areas, access driveways, utilities, lighting, landscaping, and storm water management facilities (the "Project"); and

WHEREAS, as Phase I, the Applicant is seeking Preliminary and Final Major Subdivision and Site Plan approval to subdivide the existing parcel and redevelop the site with the construction of 125 low-density townhouses, 60 stacked townhouses, 20 COAH apartment supportive units, and 38 COAH apartments (243 total residential units); and

WHEREAS, as Phase II, the Applicant is seeking Preliminary Major Site Plan approval to construct a 2,100 square foot restaurant/café/coffee shop with drive-thru facility, a 14,550 square foot pharmacy, a 3,800 square foot bank, a 38,400 square foot retail area within two buildings, and a 12,500 square foot institutional/civic building to accommodate a child day care center (total of 71,350 square feet of non-residential space)(collectively, Phase I and Phase II are referred to as the “Application”). Additionally, the Applicant proposes associated site improvements such as parking areas, access driveways, utilities, lighting, landscaping, refuse areas, and stormwater management facilities; and

WHEREAS, the site is located within the Borough’s Open Space/Government Use (OS/GU) Zone. However, the entire Fort Monmouth area is subject to the Fort Monmouth Reuse and Redevelopment Plan (the “Reuse Plan”) and the Land Use Regulations and Development and Design Guidelines adopted by the Fort Monmouth Economic Revitalization Authority (“FMERA”).

WHEREAS, under the Reuse Plan Parcel C was to be completely redeveloped as a mixed-use retail town center, professional office/research and development and residential neighborhood organized around public open spaces. The Town Center was to have low-density residential dwelling units including a mix of large lot detached housing and townhouses, as well as medium-density residential dwelling units including mixed-income apartments. Under the Reuse Plan, it was also envisioned that Bataan Avenue would be moved east of its current configuration,

Corregidor Road would be moved in a south-easterly direction, and that Municipal Drive would maintain its existing configuration; and

WHEREAS, Amendment #1 to the Reuse Plan (“Amendment #1), which reallocated 126 residential units amongst remaining Fort Monmouth properties in the Reuse Area to accommodate an alternative development scenario for Parcel E, permitted the Property to be developed with 239 residential units, including 67 low-density residential dwellings in the form of townhouses and small lot detached housing and 172 medium-density residential dwellings in the form of residential units above ground floor retail and mixed-income apartment buildings; and

WHEREAS, Amendment #3 to the Reuse Plan (“Amendment #3”), permits the Property to be developed with 243 total residential units, consisting of 125 low-density residential dwelling units in the form of townhouses and 118 medium-density residential dwellings in the form of stacked townhouses, 20 of which can be dedicated to supportive housing Amendment #3 also permits the maintenance of the existing roadway configuration of Corregidor Road and Bataan Avenue, and proposes the realignment of Municipal Drive to create a four-way intersection at the Monmouth Regional High School entrance on Norman J. Field Way; and

WHEREAS, the proposed mixed-use development is a permitted use in this zone by Amendment #3 of the Reuse Plan; and

WHEREAS, Applicant submitted the Application to FMERA for Mandatory Conceptual Review (“MCR”) pursuant to N.J.A.C.19:31C-3.20, and was issued a written determination from FMERA on November 16, 2017 finding that the Project complies with the land uses identified for the Property in the Reuse Plan and Amendment #3, and would not require any additional use or use-type variances from FMERA; and

WHEREAS, review of the notices and publication indicates the Board has jurisdiction to hear this application; and

WHEREAS, the Applicant produced the sworn testimony of Jeromie P. Lange, P.E. (Civil Engineer), Raymond Liotta, LLA, PP, AICP (Landscape Architect and Professional Planner), Jeffrey Fiore, P.E. (Traffic) and Mitchell Newman (Representative of Applicant) who were accepted by the Board (defined below) as experts in their respective fields and/or as credible fact witnesses; and

WHEREAS, the following exhibits were submitted with the Application, reviewed by the Board and shall be considered marked as in evidence as follows:

A1	Aerial - Regional
A2	Aerial - Existing Condition
A3	Aerial - Close Up
A4	Phasing Plan
A4.a	Phase II Plan - Revised with Loading Changes/Townhome Move
A5	Overall Rendered Site Plan - Color
A6.a	Initial Reuse Plan
A6.b	Amendment #1 to Reuse Plan
A6.c	Amendment #3 to Reuse Plan
A7	Side-by-Side - Amendment #3 vs. Rendered Lennar - Color
A8	Amenity Plan/Civic Green Area - Color
A9	Commvault Photograph
A10	Alternative Parking/Circulation Exhibit for Childcare and Retail Area
A11.a	Elevation - Low Density Townhomes
A11.b	Elevation - Stacked Townhomes

A11.c	Elevation - COAH Apartments
A11.d	Elevation - COAH Supportive Units
A11.e	Elevation - Retail Buildings
A12	Not Admitted to Evidence
A13	Not Admitted to Evidence
A14	Not Admitted to Evidence
A15	Definitions: NJAC 19:31C-3.2
A16	Municipal Drive and Tinton Avenue - Black & White - Sheet 7/12 of County Plan Set
A17	Turning Template
A18	Temporary Construction and Sales Trailer Plan
A18.a	Revised - Temporary Construction and Sales Trailer Plan
A19	Inspection/Counts at Various Intersections
A20	Intersection Plan - Tinton Avenue and Municipal Drive

WHEREAS, the Board determined to declare the application "Complete"; and

WHEREAS, public hearings were held on February 14, 2018 and February 28, 2018; and

WHEREAS, the Board allowed members of the public to appear and provide testimony and/or ask questions; and

WHEREAS, the Planning Board of the Borough of Tinton Falls ("Planning Board" or "Board"), having considered all the evidence, exhibits and testimony presented, makes the following findings of fact and conclusions of law:

1. The Board has jurisdiction to hear and decide this application.
2. Applicant is the contract purchaser of the Property, upon which it seeks

Preliminary and Final Major Site Plan Approval and Preliminary and Final Major Subdivision for Phase I and Preliminary Major Site Plan Approval for Phase II, along with bulk variances,

submission and design standard exceptions/waivers and deviations from design guidelines.

3. The Property is in an "area in need of redevelopment," as that term is defined by the LHRL, and is subject to the bulk standards and development regulations set forth in the Reuse Plan referenced above.

4. The following use-type variances were previously granted by FMERA and are binding on this Board:

a. N.J.A.C. 19:31C-3.4(a).1.iii.6 states that cafes are permitted but not drive-thru restaurants, whereas a drive-thru café is proposed.

b. N.J.A.C. 19:31C-3.5(b).3.i states that center districts shall not exceed a floor area ratio (FAR) of 0.25, whereas an FAR of 0.35 is proposed on a 1.25 acre proposed parcel (proposed Lot 1, Block 101.10).

c. N.J.A.C. 19:31C-3.5(c).2.i states that the maximum height for townhouse units shall be two and a half stories and 35 feet, whereas three stories and 42 feet is proposed.

5. The Applicant has requested the following bulk variances:

a. N.J.A.C. 19:31C-3.9(d).1 states that residential townhouse uses are permitted one ground sign which shall not exceed 25 square feet in area nor shall be greater than 6 feet above grade, whereas three ground signs each at 74.1 square feet in area and 7.75 feet above grade are proposed. A bulk "c" variance is required for each sign.

b. N.J.A.C. 19:31C-3.9(a).3 permits a temporary sales sign of 15 s/f, whereas the Applicant is seeking a temporary sales sign that is 24 s/f.

6. With respect to the variances requested, the Board finds that the Fort Monmouth Land Use Regulations permit the granting of a variance from the requirements listed under either of the following two situations per 19:31C-3.21(a): (1) by reason of the exceptional narrowness, shallowness, or shape of the property; exceptional topographic conditions or physical features

uniquely affecting the property; or an extraordinary and exceptional situation uniquely affecting the property or structures lawfully existing thereon, strict application would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer; or (2) a determination that the purposes of the Fort Monmouth Re Use and Redevelopment Plan and the Fort Monmouth Land Use Regulations would be advanced by a deviation from the bulk and area requirements of this subchapter and the benefits of the deviation would substantially outweigh any detriment; and the Board finds that both of the aforementioned situations exist in this instance to permit the requested bulk variances. The Board also finds that, in particular, site constraints such as size and shape of property, existing street connection points and adjacent land uses limit the area and location of development and that the literal enforcement of the standards would be impractical and exact an undue hardship.

7. The Planning Board further finds that the variances identified in Paragraph 5(a) allow proper and safe site identification. With respect to the variance noted in Paragraphs 5(b) the Board finds that the temporary sales area sign, as proposed, will help to ensure that customers enter the sales area at the appropriate location, while directing construction traffic from using such location. The Board finds that these variances are justified under the Fort Monmouth Land Use Regulations, the municipal ordinances and the Municipal Land Use Law.

8. The Applicant has requested the following design waivers and/or exceptions and to deviate from design guidelines:

- a. N.J.A.C. 19:31C-3.10(b).2.i and N.J.A.C. 19:31C-3.14(b).2.v.(1) state that for safety, new street intersections shall be located at least 200 feet from other new or existing intersections, whereas the following intersections are within 200 feet of each other:
 - i. Mariveles Way with Wake Drive
 - ii. Wake Drive with Midway Road North and Voughn Road Circle
 - iii. Midway Road North with Midway Road South

- iv. Bob Ades Way with Midway Road South, Kelly Way, and the Voughn Road circle
- b. N.J.A.C. 19:31C-3.10(b).2.ii and N.J.A.C. 19:31C-3.14(b).2.v.(2)state that at new or reconfigured intersections, roadways should intersect at right angles (90 degrees), or as close as possible to a right angle. Approaches to all intersections shall follow a straight line for at least 100 feet measured from the curbline of the intersecting street to the beginning of the curve. The approach to Tinton Avenue from the realignment of Municipal Drive does not follow a straight line for 100 feet prior to the intersection.
- c. N.J.A.C. 19:31C-3.10(b).2.iii states that access driveways to parking lots for medium-density residential and all non-residential developments should either align with new or existing drives across the street, share curb cuts with adjacent driveways where possible, or be offset at least 150 feet from nearby driveways. The following driveways do not align with intersections or are within 150 feet of each other.
 - i. Retail Building #1 driveway on Voughn Road with Wake Drive
 - ii. Child Day Care Center driveway on Kelly Way with Retail Building #2 driveway and Voughn Road
- d. Table 13 of N.J.A.C. 19:31C-3.10(c).1 indicates that access drives within parking areas shall be a minimum of 25 feet wide for two-way traffic along 90 degree parking, whereas 24 feet is proposed along Wake Drive, Bob Ades Way, Bataan Avenue, and within the commercial parking areas.
- e. N.J.A.C. 19:31C-3.10(c).3.ii states that no curb cut shall be more than 36 feet in width, whereas the driveways at the stacked flats are 68 feet wide.
- f. N.J.A.C. 19:31C-3.10(c).3.iv states that no driveway shall be closer than 50 feet to the intersection of streets, whereas the following driveways are within 50 feet of a street intersection:
 - i. Residential Building #1 to Kelly Way and Voughn Road
 - ii. Residential Building #4 to Kelly Way and Bataan Avenue
 - iii. Residential Building #9 to Kelly Way and Bataan Avenue
 - iv. Residential Building #24 to Mariveles Way and Bataan Avenue
 - v. Residential Building #27 to Mariveles Way and Bataan Avenue
- g. N.J.A.C. 19:31C-3.10(c).3.viii indicates that driveway pavement widths for Residential Medium-Density units shall have a minimum width of 25 feet, whereas 20.8 feet is proposed for the Stacked Flats.

- h. N.J.A.C. 19:31C-3.10(c).3.ix states that residential driveways other than single family lot driveways shall be located 20 feet from lot lines, whereas the 3 story townhouse driveways are adjacent to the lot line.
- i. N.J.A.C. 19:31C-3.15(c).2.v states that where more than 50 spaces are provided in any surface parking area, pedestrian walkways should be provided throughout the parking lot, whereas the parking areas of Retail Buildings #1 and #2 contain more than 50 parking spaces with no interior walkways proposed.
- j. N.J.A.C. 19:31C-3.10(g).1 states that no wall shall exceed 6 feet in height, whereas a retaining wall with a maximum height of 9.5 feet is proposed.
- k. N.J.A.C. 19:31C-3.10(g).3 states that no temporary fences or walls are permitted except for construction fences or walls (such as when used as a soil erosion control method), but only with the prior approval of the planning board, whereas a temporary construction fence is proposed around temporary storage containers adjacent to the proposed construction trailer.
- l. N.J.A.C. 19:31C-3.10(j).5 indicates that the maximum footcandles permitted for non-residential uses is 4.0 footcandles, whereas a maximum of 8.4 footcandles is proposed throughout the commercial/institutional areas.
- m. N.J.A.C. 19:31C-3.14(b).2.vi.(1).(B) states that the Block size in center districts shall not exceed 700 feet in length, whereas proposed Block 101.17 is approximately 1,385 feet in length.
- n. N.J.A.C. 19:31C-3.14(e).2 states that street trees shall be located in the area between curb and sidewalk at an interval not to exceed 40 feet on center, whereas street trees exceed 40 feet on center throughout regions of the site.
- o. N.J.A.C. 19:31C-3.14(e).3 states that in low pedestrian traffic areas, trees shall be located at least 25 feet away from street lights, whereas street trees have been provided within 25 feet of street lights.
- p. N.J.A.C. 19:31C-3.15(d).2 states that garages for townhouses should be located at the rear of the parcel and accessed from a rear alley, whereas the 3 story townhouses propose garage parking in the front.
- q. 19:31C-3.14(d).1.vi recommends minimum and maximum setbacks from an arterial street of between 10 and 25 feet, while Applicant is seeking a setback from Tinton Avenue of 51.7 feet for residential uses and 119.3 feet for commercial uses.
- r. 19:31C-3.16(b).3.i.(1) provides for a civic green area along Municipal Drive, opposite the Municipal Complex that is 2.5 acres, while applicant has provided for a civic green that is 1.4 acres in size.
- s. 19:31C-3.14(c).1 states that all streets should have sidewalk on both sides and recommends a planting area between streets and sidewalks with a width that is 5

feet in width, while Applicant's proposed planting area is of varied width less than 5 feet and, in two locations, seeks sidewalks on only one side of the street.

- t. 19:31C-3.17(a).4.iii(1)(A) calls for 50% of the buildings which contribute to the build-to line around the civic green to be mixed-use buildings, whereas Applicant proposes no such mixed use buildings.

9. With respect to the waivers requested, the Board finds that the FMERA Regulations (N.J.A.C. 19:31C-3.21(d)) permit the granting of a design waiver/ exception from the requirements as may be reasonable and within the general purpose and intent of the Re-use Plan if: (1) the literal enforcement of one or more of the rules is impractical; or (2) the literal enforcement of one or more of the rules would exact undue hardship because of peculiar conditions pertaining to the land in question. The Board finds that the aforementioned situations exist in this instance to permit the requested waivers.

10. With respect to the waivers identified in paragraph 8 above, the Board, in light of the testimony provided by the Applicant, and upon the advice of its Professional Engineer, finds that these requested waivers are driven by site constraints and pose no hazard to pedestrians or vehicles in or near the development. The relief requested is the result of the requirements for development established in the Reuse Plan when applied to the limited site for development provided by the Owner. Indeed the plan mimics the Reuse Plan's concept design plan. The Board finds that these waivers are reasonable under the circumstances.

11. The Board further finds, with respect to the waivers requested, the Municipal Land Use Law at N.J.S.A. 40:55D-51 (a) and (b), and at N.J.S.A. 40:55D-10.3 recognizes and provides that an Applicant may request, and the Board may waive, certain site plan and subdivision application requirements, where the Applicant demonstrates that the deviation from a strict application of the Ordinance is reasonable under the facts of the application, and the Board finds that a deviation from the strict application of said requirements are reasonable under the

facts of the instant application.

12. The Board further finds, with respect to the requested variances and waivers, that the purposes of the New Jersey Municipal Land Use Law, N.J.S.A. § 40:55D-1, *et. seq.* ("MLUL") will be advanced by the deviations from the zoning ordinance requirements and the benefits of the deviations will subsequently outweigh any detriment.

13. As it relates to the "Positive Criteria" the Board finds that The FMERA Land Use Section 3.0 states that it promotes a balanced and functional mix of land uses consistent with the State Plan, smart growth principles and community values. The design for Parcel C is consistent with this overall strategy in the Reuse Plan. Although the Board accepts the opinion of the Applicant's Planner some, but not all that testimony is repeated here. The Board notes that the Application advances the following purposes of the FMERA rules, as set forth in N.J.A.C.

19:31C-3.1(c):

1. Promote orderly and comprehensive development consistent with the planning objectives of the FMERA Act and Reuse Plan;
2. Provide, promote and encourage flexibility in implementation of the Reuse Plan and development within the Fort Monmouth area;
3. Promote and encourage compatibility of development with the character of the host community;
4. Promote and encourage creation of employment and business opportunities
5. Address regional affordable housing needs in collaboration with the host community;
8. Preserve certain open spaces to the extent required by the Reuse Plan. These opens spaces shall include active, passive or ecological areas
9. Promote the establishment of appropriate population densities;
11. Encourage development in accordance with sound planning principles that relate to type, design, and layout of the development to the site;
12. Promote a desirable visual environment through building design and location;

16. To control surface runoff and prevent flooding; and
17. Encourage coordination of various public and private activities shaping the land development with a view of lessening the cost of development and promoting more efficient use of land;

In fact, the Board finds that, the Application as presented follows the concept plan in Amendment #3 very closely in content and physical layout.

14. Although the site is a regular shape it has a series of physical conditions that lead to exceptional and undue hardship in how the site can be developed. These conditions are as follows:

- a. The site has three exterior road frontages with several adjacent and off-site drives and roadways that need to be coordinated and aligned with the Parcel C design. The three-frontage condition was a driving factor in how the site plan was developed and the establishment of the building orientations, circulation and building setbacks from the existing perimeter roads.
- b. The location of Bataan Avenue is being maintained and defines how the eastern portion of Parcel C is developed.
- c. The size of the site was fixed and created a challenge to including all the necessary components (Townhomes, commercial space, daycare, COAH units for this site and Parcel C-1, a Civic Green, reorientation of Municipal Drive at Tinton Avenue, larger storm-water management areas). Flexibility in design is required to achieve the desired result per the FMERA plan.
- d. Municipal Drive realignment and the Tinton Avenue dedication further reduces the developable area of Parcel C.

15. The Board also finds that the Applicant meets the “Negative criteria” in that this permitted use which complies with the permitted densities is part of the Re-Use Plan. There are limited impacts on adjoining properties, including those across from the site on Tinton Avenue. As a condition of this approval, any perceived adverse impacts will be somewhat ameliorated by

these conditions. Additionally, although the Board is aware that off-site traffic cannot result in a denial, the Board notes that the re-alignment of Municipal Drive, the installation of a traffic light at Phase II and the Borough improvements to various surrounding streets all lend to a reduced “neighborhood” or regional impact of the new construction. Moreover, the reconfigured intersection and related improvements to Tinton Avenue, even without the traffic light, will make the intersection safer than its current condition.

16. For the above reasons and those more specifically placed and existing upon the record, the Board finds that the Applicant has satisfied its burden of proof pursuant to N.J.S.A. 40:55D-1 *et seq.* upon the meeting of certain conditions.

NOW, THEREFORE, BE IT RESOLVED that this resolution serves as a memorialization of the Board's decision to grant Preliminary and Final Major Site Plan Approval for Phase I, Preliminary Major Site Plan Approval for Phase II, and Preliminary and Final Major Subdivision approval, along with bulk variances, submission and design exceptions/waivers, and deviations from design guidelines consistent with the Board’s findings above and subject to conditions as follows:

1. Applicant shall obtain all state, county, and local government approvals as required by law including, without limitation, Monmouth County Planning Board, NJDEP and Freehold Soil Conservation District.
2. Applicant shall pay all fees, post all bonds and pay all taxes as required by law and ordinance.
3. The extent of any improvements to roads and/or sidewalks is subject to its inclusion in a redevelopment or developer’s agreement between the Borough, the Applicant and such other governmental agencies having jurisdiction over the Property.

4. Applicant shall provide a copy of the Applicant's or FMERA's environmental studies if existing.
5. The Plans shall be modified to provide for masonry dumpster enclosures with screening as approved by the Board's Engineer and Planner.
6. The Applicant shall provide a "temporary landscape plan" for the Phase II area to be disturbed during Phase I. The plan shall provide for topsoil and seeding (including pad areas) and appropriate buffering subject to review and approval of the Board's Planner and Engineer.
7. Proposed Landscaping on Tinton Avenue shall be installed as part of Phase I.
8. Applicant shall provide an appropriate safeguard (non-climbable, black vinyl mesh, etc) on the split-rail fence surrounding the detention basin as approved by the Board Engineer.
9. Applicant shall design the facades facing Municipal Drive to appear as "fronts" and take necessary steps to ensure that no loading occurs at that façade/side.
10. The sales trailer will be removed when Model Units are complete.
11. The Plans shall be revised to show the construction trailer envisioned for Phase II.
12. Applicant shall install landscaping to buffer the construction trailers as directed by the Board Engineer and Planner.
13. Applicant shall consider relocating the commercial driveway on Tinton Avenue and provide appropriate screening to ameliorate impacts on Block 54, Lot 7.02. Steps may also be taken on Block 54, Lot 7.02, subject to discussion with that owner. Applicant shall present the results of those discussions and Applicant shall set forth the proposed modifications, if any, at final Phase II approval. Applicant shall also attempt to reasonably ameliorate impacts into Block 54, Lot 9 near Bataan Avenue and further report to the Board at Final approval for Phase

II.

14. The plans shall be revised to indicate the parking space dimensions where missing.
15. The Site Plans shall be revised to indicate all sight triangle easements.
16. The plans shall be revised to provide adequate curb radii and aisle widths for the truck turning radii.
17. Pedestrian Crossing signs shall be provided at the mid-block crossing on Midway Road North and South.
18. The Applicant shall provide an Operations and Maintenance (O&M) Manual as required by N.J.A.C 7:8-5.8 for the proposed Stormwater Management Plan and should include preventative and corrective maintenance tasks, schedules; estimated cost of sediment, debris or trash removal; and the name/contact information of the person (s) responsible for the preventative and corrective maintenance tasks and schedules.
19. The plans have been revised to indicate roof leader pipes for only 3 of the 32 proposed residential buildings. Pipe and invert elevation shall be provided for the pipes at each building. The Outlet Control Structure S-500 detail includes a 3 inch orifice at elevation 42.50, which is inconsistent with the starting elevation at 41.80. The grate elevation on the plans read 40.88, whereas the detail indicates 45.5. This discrepancy shall be addressed. The Wet Pond 30 Mil Polypropylene Pond Liner Section detail shows a drawdown (drain) pipe at the bottom of the pond, connecting to the outlet OCS. The following shall apply:
 - a. The invert 'in' elevation at the OCS shall be provided.
 - b. The plan shall be revised to indicate the size and location of the drain pipe
 - c. The drain pipe should be sized to drain the permanent pool volume within 40 hours for mechanical removal of sediments if necessary.

The Applicant and Board Engineer shall agree if a liner is required.

20. The construction details indicate a stone lap ring around the wet pond. This shall be included on the Dimension and Grading Plans.

21. The grading plan shall be revised to indicate the proposed slope along the concrete low flow channel as well as the side slopes at the bottom of the basin.

22. Spot elevations shall be provided along the ADA accessible routes leading to the various buildings at the time of final site plan approval for Phase 2.

23. The Finished Floor Elevation shall be clearly indicated for all Residential Buildings.

24. The Grading Plan shall be revised to clearly identify the area of disturbance and the pending General Permit No. 10B.

25. All easements shall be indicated on the plans and all easements shall be submitted to the Board Engineer and the Borough Attorney for review and approval.

26. The applicant shall submit Homeowner's Association by-laws and documents to the Board Engineer and Board Attorney for review and approval.

BE IT FURTHER RESOLVED that a notice shall be published in the official newspaper of the Borough and a certified copy of this resolution shall be forwarded to the Applicant.

Offered by: Mr. Collins

Seconded by: Mr. Natter

ROLL CALL

Chairman Cunningham: Absent

Vice-Chairman Lodato: Yes

Councilman Baldwin: Absent

Crowley (Mayor's Designee) Yes

Romanov: Yes

Clayton: Yes

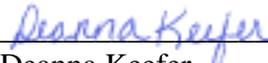
Collins:	<u>Yes</u>
Mayer	<u>Yes</u>
Natter:	<u>Yes</u>
Mirarchi:	<u>Yes</u>
Michalowski	<u>Absent</u>

This Resolution adopted April 11, 2018 memorializes the action taken at a meeting of the Tinton Falls Planning Board on February 28, 2018 with the roll call vote on the memorialization as follows:

ROLL CALL

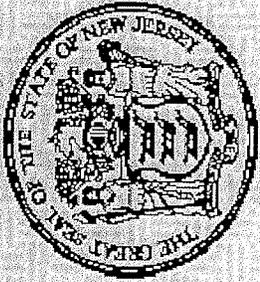
Chairman Cunningham:	<u>Ineligible</u>
Vice-Chairman Lodato:	<u>Yes</u>
Councilman Baldwin:	<u>Ineligible</u>
Crowley (Mayor's Designee)	<u>Yes</u>
Romanov:	<u>Yes</u>
Clayton:	<u>Seconded</u>
Collins:	<u>Absent</u>
Mayer	<u>Moved</u>
Natter:	<u>Yes</u>
Mirarchi:	<u>Absent</u>
Michalowski	<u>Ineligible</u>

I hereby certify that the foregoing is a true copy of a Resolution of the Tinton Falls Planning Board memorialized on April 11, 2018



Deanna Keefer
Planning Board Secretary

Appendix K: Group Home Documentation



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

The Arc of Monmouth
1158 Wayside Rd
Tinton Falls, NJ 07712

*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 12 individuals

at
1150A WAYSIDE RD
TINTON FALLS, NJ 07712

This License is effective from 10/31/2018 to 10/31/2019

A handwritten signature in cursive script, appearing to read "Carol Johnson".

Carol Johnson, Commissioner, Department of Human Services



**State of New Jersey
Department of Human Services
Office of Licensing**

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1158 Wayside Rd
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A handwritten signature in cursive script, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services

**Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey**

Municipality: Tinton Falls

County: Monmouth

Sponsor: _____

Developer: _____

Block: _____ Lot: _____

Street Address: 8 Stirrup Ct

Facility Name: Easterseals New Jersey

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households <u>3</u></p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: _____</p> <p>Expiration Date of Controls: _____</p> <p>Average Length of Stay: <u>36</u> months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: _____</p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input checked="" type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: _____</p> <p>Current License Date: <u>7/19/2018</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input type="checkbox"/> No; Length of commitment: _____ years</p> <p>Other operating subsidy sources: _____; Length of commitment: _____ years</p> <p>Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): <u>Mental Health</u></p> <p>Age-restricted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <p><input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list</p> <p><input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director</p>	

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Kelly Bowles 9/26/2018
Project Administrator Date

Certified by: _____
Municipal Housing Liaison Date



**Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey**

Municipality: Tinton Falls

County: Monmouth

Sponsor: _____

Developer: _____

Block: _____ Lot: _____

Street Address: 12 Stirrup Ct

Facility Name: Easterseals New Jersey

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households <u>2</u></p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
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**Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey**

Municipality: Tinton Falls

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<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input type="checkbox"/> No; Length of commitment: _____ years</p> <p>Other operating subsidy sources: _____; Length of commitment: _____ years</p> <p>Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): <u>Mental Health</u></p> <p>Age-restricted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <p><input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list</p> <p><input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director</p>	

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Kelly Bowles 9/26/2018
Project Administrator Date

Certified by: _____
Municipal Housing Liaison Date





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 3 individuals

at



This License is effective from 03/31/2018 to 03/31/2019

A handwritten signature in cursive script, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services

**Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey**

Municipality: Borough of Tinton Falls
 Sponsor: Allies, Inc.
 Block: 11.01 Lot: 17
 Facility Name: Springdale

County: Monmouth
 Developer: _____
 Street Address: 114 Springdale Avenue

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input checked="" type="checkbox"/> Capital Application Funding Unit \$<u>157,041.87</u></p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>3</u>, including:</p> <p># of very low-income units <u>3</u></p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: <u>20</u> years</p> <p>Effective Date of Controls: <u>01/30/2001</u></p> <p>Expiration Date of Controls: <u>01/20/2021</u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input checked="" type="checkbox"/> CO Date: <u>5/17/2010</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u>7/25/2001</u></p> <p>Current License Date: <u>3/5/2018</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ years</p> <p>Other operating subsidy sources: <u>Supportive Housing Connection Rental</u>; Length of commitment: <u>Annually</u> years</p> <p>Is the subsidy renewable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): <u>Developmental Disabilities</u></p> <p>Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <p><input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list</p> <p><input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director</p>	

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: *Patricia Marks* Date: 10/30/2018
 Project Administrator

Certified by: _____ Date: _____
 Municipal Housing Liaison



License No. GH1147

**State of New Jersey
Department of Human Services
Office of Licensing**

LICENSE

**The Arc of Monmouth
1158 Wayside Rd
Tinton Falls, NJ 07712**

*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*

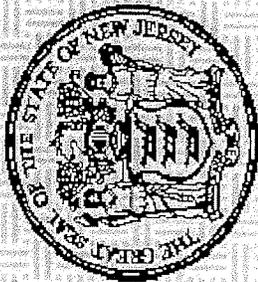
Group Home Developmental Disability

for 4 individuals

at

**11 WILLIAM ST
TINTON FALLS, NJ 07724**

This License is effective from 10/31/2018 to 10/31/2019

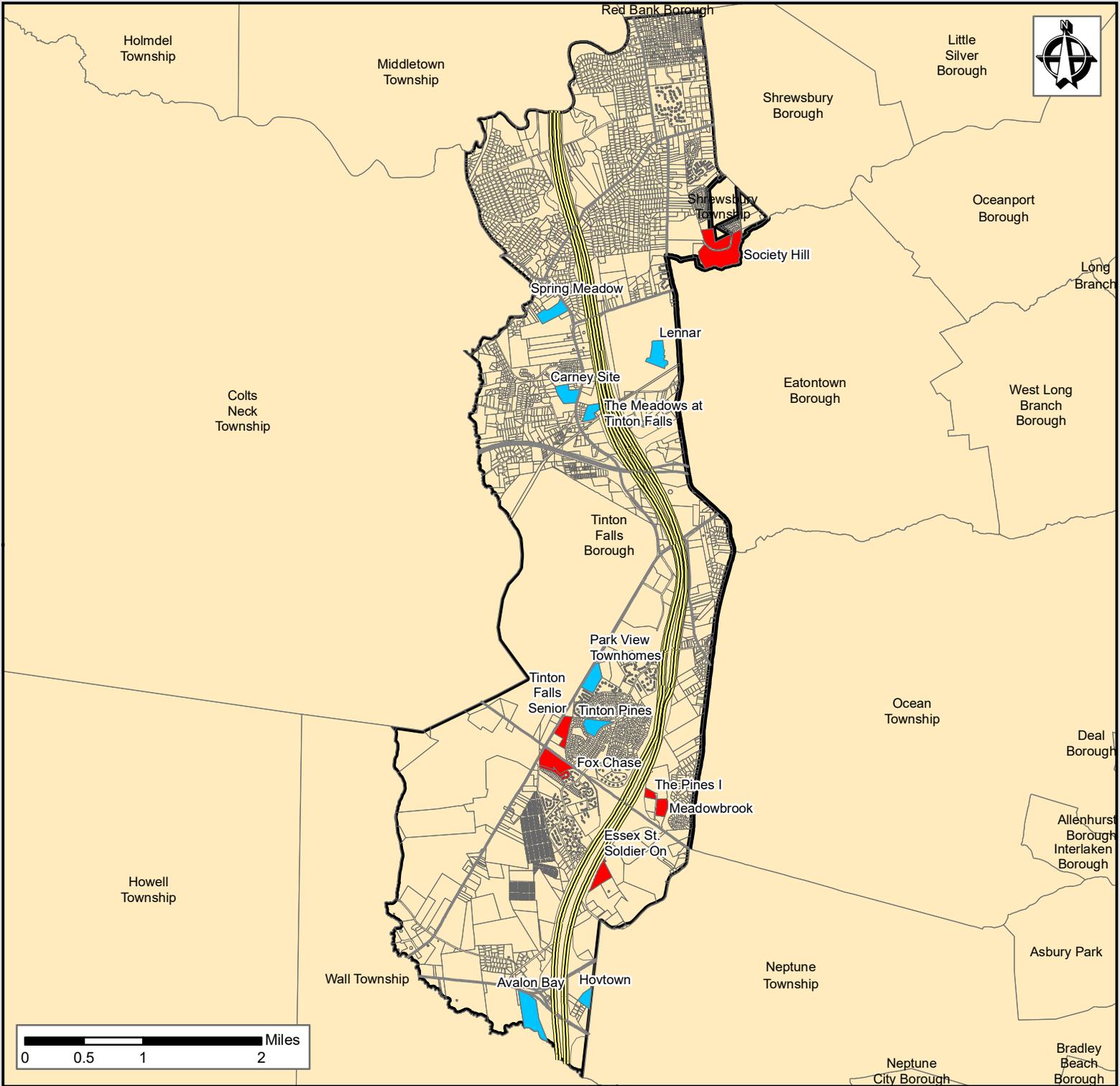


A handwritten signature in black ink, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services

Appendix L: Affordable Housing Site Map

AFFORDABLE HOUSING TINTON FALLS, N.J.



PRIOR & THIRD ROUND AFFORDABLE HOUSING LOCATIONS

**TINTON FALLS BOROUGH
MONMOUTH COUNTY
NEW JERSEY**

Legend

-  State & County Routes
-  Garden State Parkway
-  Prior Round
-  Third Round

Please refer to Housing Element & Fair Share Plan for more details.
Source: NJGIN Information Warehouse



3141 BORDENTOWN AVENUE, PARLIN, N.J. 08859
1460 ROUTE 9 SOUTH HOWELL, N.J. 07731
3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102
WWW.CMEUS1.COM

DATE 2/8/2019	SCALE 1 inch = 6,125 feet	LAST REVISED N/A	CREATED BY AM
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Appendix M: Extension of Expiring Controls

Extension of Expiring Controls

Affordable Housing Projects	Address	Block	Lot	Owner	Total Units	Market Rate	Family For-Sale Credits	Senior For-Sale Credits	Senior Rental Credits	Family Rental Credits	Bonus Credits	Date Approved	Year Built/ Date of CO	Control Period	Expiration	Controls Extended	Extended Control Period	Extension Expiration	Status	95/5	
Credits																					
Inclusionary Construction - Prior Round																					
<i>Society Hill</i>					387	307	80					5/27/1987		20 years						Built	
SOCIETY HILL	1 CITATION COURT	26.01	185	VALVERDE, JOSE R & LORRAINE P			1					5/27/1987	7/7/1988	20 years	7/7/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	10 CITATION COURT	26.01	194	ANDERSON, CHRISTIAN P			1					5/27/1987	7/7/1988	20 years	7/7/2008	1/4/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	10 PLAYERS CIRCLE	26.01	8	BAKHTRIARIAN, SYLVA			1					5/27/1987	2/3/1988	20 years	2/3/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	100 PLAYERS CIRCLE	26.01	94	COSENTINO, KAREN			1					5/27/1987	2/17/1988	20 years	2/17/2008	1/4/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	101 PLAYERS CIRCLE	26.01	93	MOTA, FRANCINE F			1					5/27/1987	2/17/1988	20 years	2/17/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	102 PLAYERS CIRCLE	26.01	92	CUNNINGHAM, MARY			1					5/27/1987	2/17/1988	20 years	2/17/2008				Built	Yes	
SOCIETY HILL	103 BEAUMONT COURT	26	67	POLLIO, LESLEY			1					5/27/1987	4/27/1988	20 years	4/27/2008	2/5/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	103 PLAYERS CIRCLE	26.01	91	SEAMAN, KORRIANN			1					5/27/1987	2/17/1988	20 years	2/17/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	104 BEAUMONT COURT	26	68	SHNAREVICH, IHAR & LIUDMILA R.			1					5/27/1987	4/27/1988	20 years	4/27/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	104 PLAYERS CIRCLE	26.01	90	SOWINSKA, EWA			1					5/27/1987	2/17/1988	20 years	2/17/2008				Built	Yes	
SOCIETY HILL	105 BEAUMONT COURT	26	69	WENDEL, LAURA			1					5/27/1987	4/27/1988	20 years	4/27/2008	1/4/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	105 PLAYERS CIRCLE	26.01	89	DELLANNO, THOMAS & JOANNE			1					5/27/1987	2/17/1988	20 years	2/17/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	106 BEAUMONT COURT	26	70	KEREKES, MARTIN, JR.			1					5/27/1987	4/27/1988	20 years	4/27/2008	1/4/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	107 BEAUMONT COURT	26	71	SCHADE, GARY C & KAREN A			1					5/27/1987	4/27/1988	20 years	4/27/2008	1/4/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	108 BEAUMONT COURT	26	72	COELHO, CARLOS A.F. & MARIA			1					5/27/1987	4/27/1988	20 years	4/27/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	109 BEAUMONT COURT	26	73	BOYINGTON, ELLA E.			1					5/27/1987	4/27/1988	20 years	4/27/2008	1/4/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	11 CITATION COURT	26.01	195	HUTCHERSON, SHEREE L.			1					5/27/1987	7/7/1988	20 years	7/7/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	11 PLAYERS CIRCLE	26.01	7	SCHWARTZ, SALLY C.			1					5/27/1987	2/3/1988	20 years	2/3/2008	1/4/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	110 BEAUMONT COURT	26	74	PARK, ANTHONY F. & DEBORAH J.C.			1					5/27/1987	4/27/1988	20 years	4/27/2008				Built		
SOCIETY HILL	12 CITATION COURT	26.01	196	BOUCHARD, ELIZABETH ANN			1					5/27/1987	7/8/1988	20 years	7/8/2008	1/4/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	12 PLAYERS CIRCLE	26.01	6	MEASURE, LAUREN S.			1					5/27/1987	2/3/1988	20 years	2/3/2008	1/4/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	13 CITATION COURT	26.01	197	RIVERO, JENNY			1					5/27/1987	7/8/1988	20 years	7/8/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	13 PLAYERS CIRCLE	26.01	5	PHELON, JEFFREY			1					5/27/1987	2/5/1988	20 years	2/5/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	13 SUN BEAU COURT	26	75	ROBERTS, KENNETH P. & MARY DIANE			1					5/27/1987	5/16/1988	20 years	5/16/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	14 CITATION COURT	26.01	198	GYDUPLING, LOBSANG & SHELOG			1					5/27/1987	7/8/1988	20 years	7/8/2008				Built	Yes	
SOCIETY HILL	14 PLAYERS CIRCLE	26.01	4	MIRANDA, JUAN J. & AMANDA			1					5/27/1987	2/3/1988	20 years	2/3/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	14 SUN BEAU COURT	26	76	HOWELL, ESTATE OF RICHARD D.			1					5/27/1987	5/16/1988	20 years	2008				Built	Yes	
SOCIETY HILL	15 CITATION COURT	26.01	199	O'CONNELL, EILEEN			1					5/27/1987	7/8/1988	20 years	7/8/2008				Built	Yes	
SOCIETY HILL	15 PLAYERS CIRCLE	26.01	3	SCHIARLETTA, MARIA			1					5/27/1987	2/3/1988	20 years	2/3/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	15 SUN BEAU COURT	26	77	GRAB, MICHAEL & ELIZABETH			1					5/27/1987	5/16/1988	20 years	5/16/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	16 CITATION COURT	26.01	200	TRUJILLO, ADOLFO & ANA P			1					5/27/1987	7/8/1988	20 years	7/8/2008	4/13/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	16 PLAYERS CIRCLE	26.01	2	CARTER, VALERIE B.			1					5/27/1987	2/3/1988	20 years	2/3/2008	2/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	16 SUN BEAU COURT	26	78	LE, LOC VAN & NGUYEN, DOM THI			1					5/27/1987	5/16/1988	20 years	5/16/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	17 PLAYERS CIRCLE	26.01	1	MCCHESNEY, BARBARA			1					5/27/1987	2/5/1988	20 years	2/5/2008	1/4/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	17 SUN BEAU COURT	26	79	SENTNER, DONNA L			1					5/27/1987	5/16/1988	20 years	5/16/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	18 PLAYERS CIRCLE	26.01	32	LIGHTBODY, ROBERT & GUNTHER,MONICA			1					5/27/1987	1/29/1988	20 years	1/29/2008				Built	Yes	
SOCIETY HILL	18 SUN BEAU COURT	26	80	RAUB, PAULETTE			1					5/27/1987	5/16/1988	20 years	5/16/2008	1/4/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	19 SUN BEAU COURT	26	81	VALK, DAVID			1					5/27/1987	5/16/1988	20 years	5/16/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	2 CITATION COURT	26.01	186	WIDMAIER, SHARON			1					5/27/1987	7/7/1988	20 years	7/7/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	2 PLAYERS CIRCLE	26.01	16	CRANK, SUSAN & WILLIAM T			1					5/27/1987	2/4/1988	20 years	2/4/2008				Built	Yes	
SOCIETY HILL	20 SUN BEAU COURT	26	82	HOGARTH, ROSELYN			1					5/27/1987	5/16/1988	20 years	5/16/2008	1/4/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	3 CITATION COURT	26.01	187	KING, GEORGETTE A.			1					5/27/1987	7/7/1988	20 years	7/7/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	3 PLAYERS CIRCLE	26.01	15	SANDER, MARK E.			1					5/27/1987	2/3/1988	20 years	2/3/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	4 CITATION COURT	26.01	188	BREWTON, DANIEL			1					5/27/1987	7/7/1988	20 years	7/7/2008				Built	Yes	
SOCIETY HILL	4 PLAYERS CIRCLE	26.01	14	BERMAN, JEFFREY N & BARBARA E			1					5/27/1987	2/5/1988	20 years	2/5/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	40 BEAUMONT COURT	26	36	PLACENTI, ANDREA			1					5/27/1987	3/23/1988	20 years	3/23/2008	1/19/2010	30 years	11/11/2047	Built	Yes	
SOCIETY HILL	41 BEAUMONT COURT	26	35	VALLEJO, NICOLE			1					5/27/1987	3/23/1988	20 years	3/23/2008	1/4/2010	30 years	11/11/2047	Built	No	
SOCIETY HILL	42 BEAUMONT COURT	26	38	DUNDAS, BRIAN & PEDOUTH			1					5/27/1987	3/23/1988	20 years	3/23/2008	1/19/2010	30 years	11/11/2047	Built	Yes	

FOX CHASE	13 BASSET COURT	129.08	45	BIONDI, MAUREEN M.			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	13 EQUESTRIAN COURT	129.10	33	ASHBY, ESTATE OF MARSHA			1				6/28/1985	9/30/1992	30 years	9/30/2022				Built	Yes
FOX CHASE	13 FENNEC COURT	129.09	53	CHASTAIN, OLEVIA			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	13 JOCKEY LANE	129.10	108	MENSER, MARY E.			1				6/28/1985	1/5/1998	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	14 BASSET COURT	129.08	46	KING, BERNADETTE T.			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	14 EQUESTRIAN COURT	129.10	34	CHRISTOPHER, DONALD			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	14 FENNEC COURT	129.09	54	PRESSLEY, LYNETTE A.			1				6/28/1985	1991	30 years	2021				Built	Yes
FOX CHASE	14 JOCKEY LANE	129.10	109	WILLIAMS, ROSETTA			1				6/28/1985	1/3/1997	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	15 BASSET COURT	129.08	47	DANIELS, JOANN			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	15 EQUESTRIAN COURT	129.10	35	BORLINGHAUS, GAIL			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	15 FENNEC COURT	129.09	55	MCGARRY, HELEN J.			1				6/28/1985	1991	30 years	2021				Built	Yes
FOX CHASE	15 JOCKEY LANE	129.10	110	CHERNISH, WILLIAM			1				6/28/1985	3/25/1998	30 years	2021				Built	Yes
FOX CHASE	16 BASSET COURT	129.08	48	WIENER, AMY			1				6/28/1985	1991	30 years	2021				Built	Yes
FOX CHASE	16 EQUESTRIAN COURT	129.10	36	ESTEVEZ, SERGIO P.			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	16 FENNEC COURT	129.09	56	DELORENZO, DEANNA & KEEFER, PAUL			1				6/28/1985	1991	30 years	2021				Built	Yes
FOX CHASE	16 JOCKEY LANE	129.10	111	MIRANDA-MOLLER, JESSICA C.			1				6/28/1985	11/14/1997	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	17 BASSET COURT	129.08	49	PICCIRILLI, SUSAN			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	17 EQUESTRIAN COURT	129.10	37	ROSE, JENNIFER			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	No
FOX CHASE	17 FENNEC COURT	129.09	57	DANIEL, BRIAN			1				6/28/1985	1991	30 years	2021				Built	Yes
FOX CHASE	17 JOCKEY LANE	129.10	112	JONES, MARY JEAN			1				6/28/1985	1/5/1998	30 years	2021				Built	Yes
FOX CHASE	18 BASSET COURT	129.08	50	BYRNE, ROSEMARY A.			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	18 EQUESTRIAN COURT	129.10	38	NEPTUNE, AMANI			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	18 FENNEC COURT	129.09	58	DEVINE, DEBRA			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	18 JOCKEY LANE	129.10	113	LEE, MARJERY			1				6/28/1985	1/29/1998	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	19 BASSET COURT	129.08	51	TALERICO, DEBORAH L.			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	19 EQUESTRIAN COURT	129.10	39	YEO, LAUREN			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	19 FENNEC COURT	129.09	59	KULPA, JENNIFER			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	No
FOX CHASE	19 JOCKEY LANE	129.10	114	SICILIANO, ARLEEN			1				6/28/1985	11/4/1997	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	2 HARRIER COURT	129.10	86	GATTO, MARY			1				6/28/1985	9/23/1997	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	2 SPUR COURT	129.10	125	MOORE-WILLIAMS, JEANETTE			1				6/28/1985	8/28/1997	30 years	2021				Built	Yes
FOX CHASE	2 THOROUGHBRED FARE	129.10	46	GUNTER, MARTHA D.			1				6/28/1985	1991	30 years	2021				Built	Yes
FOX CHASE	20 BASSET COURT	129.08	52	BALABAN, INEKO			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	20 EQUESTRIAN COURT	129.10	40	YOUNG, LENISE R.			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	20 FENNEC COURT	129.09	60	RISLEY, MICHELLE			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	No
FOX CHASE	20 JOCKEY LANE	129.10	115	Pappas, Andrea			1				6/28/1985	12/2/1997	30 years	2021	9/14/2011	30 years	9/14/2041	Built	Yes
FOX CHASE	21 EQUESTRIAN COURT	129.10	41	YOUNG, YVONNE C.			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	22 EQUESTRIAN COURT	129.10	42	STARK, KATHLEEN A.			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	23 EQUESTRIAN COURT	129.10	43	BONADEO, RACHEL			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	23 FENNEC COURT	129.09	83	COSTA, CARY			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	24 EQUESTRIAN COURT	129.10	44	CHAVARRIAGA, GLORIA			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	24 FENNEC COURT	129.09	84	ACCARDI-HOOD, LORNA			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	25 FENNEC COURT	129.09	85	DOW, NANCY A.			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	26 FENNEC COURT	129.09	86	RICHTER, JULIA			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	29 FENNEC COURT	129.09	69	HANSEN, DEBORAH			1				6/28/1985	11/12/1989	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	29 JOCKEY LANE	129.10	57	WAKE, JOHN F.			1				6/28/1985	1/5/1998	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	3 HARRIER COURT	129.10	87	KUSHNIRSKY-DAVYDOV, ELENA			1				6/28/1985	9/23/1997	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	3 SPUR COURT	129.10	126	GUIDA, KIMBERLY			1				6/28/1985	8/25/1997	30 years	2021	1/29/2014	30 years	3/13/2049	Built	No
FOX CHASE	3 THOROUGHBRED FARE	129.10	47	HILL, PATRICIA E.			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	30 FENNEC COURT	129.09	70	HOEFLING, LINDA A.			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	30 JOCKEY LANE	129.10	58	RIVERA, LISETTE			1				6/28/1985	12/2/1997	30 years	2021				Built	No
FOX CHASE	31 FENNEC COURT	129.09	71	GIBSON, ELSA			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	31 JOCKEY LANE	129.10	59	STANTON, JAMES R JR.			1				6/28/1985	12/2/1998	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	32 FENNEC COURT	129.09	72	HALTON, KATHLEEN A.			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	32 JOCKEY LANE	129.10	60	LA RUSSO, JEANNE			1				6/28/1985	12/22/1997	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	33 FENNEC COURT	129.09	73	MARRONE, WENDY			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes
FOX CHASE	33 JOCKEY LANE	129.10	61	MORIN, WILLIAM & JASON			1				6/28/1985	12/22/1997	30 years	2021				Built	Yes
FOX CHASE	34 FENNEC COURT	129.09	74	LOW, DAVID M.			1				6/28/1985	1991	30 years	2021				Built	Yes
FOX CHASE	34 JOCKEY LANE	129.10	62	PATEL, MANHARIAL & RAMABEN			1				6/28/1985	1/5/1998	30 years	2021				Built	Yes
FOX CHASE	35 FENNEC COURT	129.09	75	SILVERMAN, ANNE E.			1				6/28/1985	1991	30 years	2021	1/29/2014	30 years	3/13/2049	Built	Yes

Appendix N: Settlement Agreements

AGREEMENT TO RESOLVE ISSUES BETWEEN THE BOROUGH OF TINTON FALLS (MONMOUTH COUNTY) AND THE FAIR SHARE HOUSING CENTER CONCERNING TINTON FALLS'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH TINTON FALLS SHALL SATISFY SUCH OBLIGATIONS

Re In the Matter of the Application of the Borough of Tinton Falls, County of Monmouth, Docket No. MON- L-2475-15

THIS SETTLEMENT AGREEMENT ("Agreement") is made this ___ day of _____

2017, by and between:

BOROUGH OF TINTON FALLS, a municipal corporation of the State of New Jersey, County of Monmouth, having an address at Municipal Building, 556 Tinton Avenue, Tinton Falls, NJ 07724 (hereinafter the "Borough" or "Tinton Falls");

and

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC")(Tinton Falls and the FSHC shall be collectively referred to herein as the "Parties").

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV"), Tinton Falls filed the above-captioned action (the "Litigation") on July 2, 2015 seeking, among other things, a judicial declaration that its amended Housing Element and Fair Share Plan (hereinafter, the "Fair Share Plan") satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, Tinton Falls simultaneously sought and ultimately secured a temporary immunity Order protecting the Borough from all exclusionary zoning lawsuits while it pursued approval of its Fair Share Plan in the Litigation; and

WHEREAS, the FSHC and the Borough appeared for Case Management Conferences before the Hon. Jamie S. Perri, J.S.C. and engaged in a mediation overseen and conducted by the Court appointed Special Master, Michael P. Bolan, P.P., A.I.C.P. Through that process, the Borough and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

WHEREAS, the Supreme Court has recognized that FSHC is an interested party that may participate as a matter of right in all cases filed by municipalities pursuant to the Mount Laurel IV case; and

NOW, THEREFORE, in consideration of the promises and mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, do hereby covenant and agree, each with the other, as follows:

Settlement Terms

Tinton Falls and FSHC hereby agree to the following terms, subject to any relevant conditions as set forth in more detail below:

1. FSHC and Tinton Falls agree that the terms and conditions of this Agreement; the adoption of a Fair Share Plan which conforms to this Agreement; and the implementation of this Agreement, satisfies the Borough's 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 the 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. **Establishment of Fair Share Obligation.** FSHC and Tinton Falls hereby agree that Tinton Falls' affordable housing obligations are as follows:
 - a. Tinton Falls' Third Round "Present Need" (i.e. Rehabilitation) obligation is 89 units.
 - b. Tinton Falls' Prior Round obligation is 622 units.
 - c. Tinton Falls' Third Round "Prospective Need" obligation is 597 units. 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, as recognized by the Supreme Court in its January 18, 2017, decision in In re Declaratory Judgment Actions Filed by Various Municipalities, ___N.J. ___, 2017 WL 192895 (Jan. 18, 2017).
 - d. FSHC and Tinton Falls agree that Tinton Falls does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, PP, FAICP, and that the Parties are agreeing to the terms in this Agreement solely for purposes of settlement of this Litigation.
4. **Satisfaction of Rehabilitation Obligation.** The Borough will rehabilitate units through a continuation of its agreement with Monmouth County which specializes in the implementation of publicly funded housing rehabilitation programs, for a ten-year period. The Parties agree that this is sufficient to satisfy Tinton Falls' present need obligation of 89 units.
5. **Satisfaction of Prior Round Obligation.** Tinton Falls obtained substantive certification from COAH for its Round 2 obligation. The parties agree that Tinton Falls will meet its Prior Round obligation with the mechanisms reflected in Exhibit A to this Agreement in the "Prior Round" chart.

6. **Satisfaction of Third Round Prospective Need Obligation.** The Borough agrees to meet its prospective need obligation of 597 units as depicted in Exhibit A to this Agreement in the "Third Round" chart. Inasmuch as Exhibit A shows excess credits over the obligation, the parties recognize that the Borough has excess affordable housing units it may apply to any future round affordable housing obligation in conformance with the then-applicable law. Nothing in this Agreement shall prejudice or limit Tinton Falls' right to seek credit in the future for units/credits not specifically addressed or identified herein, so long as said credits meet all applicable legal standards and are approved by the court or an administrative agency responsible for implementing the Fair Housing Act with the requisite authority, with FSHC reserving its right to take any position it wishes as to the validity of said credits.
7. The Borough will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning as follows: zoning is already in place for the Hovtown, Carney, and Lennar sites in accordance with the crediting shown in Exhibit A.
8. The Borough will provide a realistic opportunity for the development of additional affordable housing through the 100-unit Essex Street Veterans Housing Project. In accordance with N.J.A.C. 5:93-5.5, the Borough recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments in its Plan. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Borough will provide this information for the Essex Street Veterans Housing Project as part of its Housing Element and Fair Share Plan.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to be completed within three years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Borough will provide this information for the Essex Street Veterans Housing Project as part of its Housing Element and Fair Share Plan.

9. The Borough has met its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and consistent with the credits displayed in Exhibit A:

- a. Rental bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d) which shall solely govern application of bonus credits to both the Prior Round and Third Round obligation.
 - b. At least 50 percent of the Third Round Prospective Need Obligation are affordable to very-low-income and low-income households with the remainder affordable to moderate-income households. 13% of all units referenced in this plan, with the exception of units already approved or constructed as of July 1, 2008 are be very low income units (affordable to households earning 30% or less of median income by household size), with half of the very low income units being available to families
 - c. At least twenty-five percent of the Third Round Prospective Need Obligation are met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Prospective Need Obligation are available to families.
 - e. The Borough 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 Prospective Need Obligation.
10. **Fort Monmouth:** As to the Fort Monmouth site located in the Borough, which is controlled by the Fort Monmouth Economic Revitalization Planning Authority ("FMERA"):
- a. The FMERA Plan, in its current form and as may be amended, addresses and, it is contemplated, will address the location and crediting of affordable housing within the Tinton Falls sector of Fort Monmouth. The Borough's plan to meet its Third Round obligation includes 58 units from Lennar's development in Fort Monmouth.
 - b. The Borough shall in its actions require that a 20 percent set-aside be provided on any Fort Monmouth site within the Borough. The Borough may claim credits from any affordable housing generated on the Fort Monmouth site within the Borough.
11. The Borough shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Monmouth County Branch of the NAACP, Senior Citizens United Community Services (SCUCS), the Latino Action Network, STEPS, OCEAN, Inc. and the Supportive Housing Association. As part of its regional affirmative marketing strategies during its implementation of this plan should it produce additional affordable housing, the Borough and/or its administrative agent shall also provide notice to those organizations of all available affordable housing units. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

12. All additional units beyond those already created 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. The Borough as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Township's Housing Element and Fair Share Plan and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

(a) Regional income limits shall be established for the region that the Borough is located within (i.e. Region 4) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

(b) The income limits attached hereto as Exhibit B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2017, and shall be utilized until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

(c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

In establishing sale prices and rents of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

(a) The resale prices 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 determined pursuant to the process outlined above. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

(b) The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

13. 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.
14. The parties recognize that inasmuch as the Borough has provided a plan to meet its third round prospective need obligation in this agreement but has not adopted an updated Housing Element and Fair Share Plan since 2008, it must adopt an updated Housing Element and Fair Share Plan reflecting the affordable housing produced consistent with this Agreement which will be submitted to the Court for review and approval within 120 days of the entry of an order by the Court approving this Agreement, along with proposing and adopting any affordable housing and zoning ordinances required to implement this Agreement in that time period.
15. The Parties agree that if a decision of a court of competent jurisdiction in Monmouth County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough 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 Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to implement the Fair Share Plan described herein, including by leaving in place any site specific zoning adopted or relied upon in connection with the Fair Share 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 Borough'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 Borough prevails in reducing its prospective need for the Third Round, the Borough may

carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

16. The Borough shall prepare a spending plan, which will be submitted to the Court for review and approval within 120 days of the entry of an order by the Court approving this Agreement. FSHC may comment on or object to this spending plan. The Borough reserves the right to request the Court's approval that the expenditures of funds contemplated under the Agreement constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this agreement, the Borough 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.
17. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough 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 FSHC.
18. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the ten-year period of protection provided in this Agreement. The Borough 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 Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Fair Share 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 Borough 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 Borough has complied with its very low-income housing obligation under the terms of this settlement.
19. FSHC is hereby deemed to have party status in this matter and to have intervened in this Litigation 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.
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 Borough shall present its planner as a witness at this hearing. FSHC agrees not to challenge the Borough's Fair Share Plan (which is described in narrative form in Exhibit A at the fairness hearing. In the event the Court approves this proposed settlement, the Parties contemplate that the Borough 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 Mt. Laurel IV. 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. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$5,000 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
22. 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.
23. This Settlement Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Monmouth County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.

24. 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.
25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.

34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

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

TO THE BOROUGH:

Andrew Bayer
Gluck Walrath LLP
428 River View Plaza
Trenton, NJ 08611
(609) 278-3900
Telecopier: (609) 278-3901
Email: abayer@glucklaw.com

WITH A COPY TO THE MUNICIPAL CLERK:

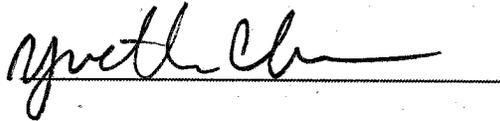
Melissa A. Hesler
Borough of Tinton Falls
Municipal Building
556 Tinton Avenue
Tinton Falls, NJ 07724
Telecopier: (732) 460-9115
Email: mmurphy@tintonfalls.com

In the event that any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:



Center

FAIR SHARE HOUSING CENTER

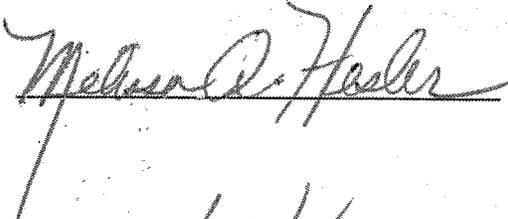
By:



Adam Gordon, Esq.

On Behalf of Fair Share Housing

Witness/Attest:

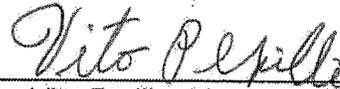


Dated:

4/20/18

BOROUGH OF TINTON FALLS

By:



Vito Perillo, Mayor

Borough of Tinton Falls

EXHIBIT A: CREDITING CHART

Tinton Falls Obligations Summary: Prior Round						
Obligation	Limitation Type	Limit	622	Provided	Notes	
	Max. Age Restricted Units	137		137	NIAC (S:93: 6.1 (B)(1)Age Restricted = (622-24-50) *0.25= 137	
	Min. Rental Obligation	149		272	NIAC (S:93:5.15 (a)) rental obligation = (622-24) *0.25= 149.5	
	Max. Age Restricted Rental Bonus	74		4	NIAC (S:93: 5.15 (d2)) Max. Age Restricted Rental = 0.50 (Rental Bonus)	
	Status	Affordable Units	Bonus Credits	Total Credits	Notes	
Prior Round Compliance Mechanism						
Family For Sale						
1 Society Hill	Existing	80	0	80		
2 Fox Chase	Existing	112	0	112		
	Subtotal	192		192		
Family Rental						
3 Meadowbrook (part of pines II)	Existing	12	12	24		
	Subtotal	12	12	24		
Age Restricted Rental						
6 Tinton Falls Senior	Existing	103	4	107	only applied 103 out of 120 units (17 credit surplus)	
7 The Pines I	Existing	34	0	34		
	Subtotal	137	4	141		
Supportive/ special Needs Housing						
8 4261 Route 33 (The Linkages)	Existing	29	29	58		
9 8 Strirrup Court	Existing	2	2	4		
10 24 Strirrup Court	Existing	3	3	6		
11 12 Strirrup Court	Existing	2	2	4		
12 114 Springdale Street	Existing	2	2	4		
13 11 William Street	Existing	2	2	4		
14 Essex St. (SoldierOn)	Proposed Veterans Affordable	83	83	166		
	Subtotal	123	123	246		
Prior Cycle Round Credits						
15 Arc of Monmouth (1150 Wayside Road)	Prior Credits	24	0	24		
RCA Credits						
16 Trenton RCA	Transferred	50	0	50		
	Subtotal of all	538	0	139		
	Total(credits + bonus)	677				
	Obligation	622				
	Surplus (Total Credits - Obligation)	55				
	Age-Restricted Surplus: Tinton Falls Senior	17				
	Total Surplus	72				

Tinton Falls Obligations Summary - Third Round						
	Obligation	597	Provided			Notes
	Limitation Type	Limit	237			* per settlement agreement
	Min. Rentals *	149	88			
	Min. Family Rental *	75	149			
	Max. Age Restricted Units*	149	149			
	Min. Family Units requirement*	298	303			
Third Round Compliance Mechanism						
	Status	Affordable Units	Bonus Credits	Total Credits		Notes
Surplus from Prior Round						
Family For Sale						
1	Spring Meadow (B 75 L 1)	Existing	17	0	17	
2	Park View Townhomes (B 124.63 Lot 29)	Existing	3	0	3	
3	The Meadows at Tinton Falls (B 97 Lots 1, 1.01 and 3)	Existing	2	0	2	
4	Hovtown (B 150.03 Lots 1 through 108)	Approved not built	18	0	18	
	Subtotal		40		40	
Age Restricted for Sale						
5	Enclave at Shark River (Block 147 Lot 10)	Under construction	9	0	9	These credits are not applied in this round due to limit; counted in surplus
Family Rental						
6	Lennar	Proposed	38	38	76	
7	Avalon Bay	Built	33	33	66	
8	Tinton Pines	Built	17	17	34	
	Subtotal		88		176	
Age Restricted Rental						
9	The Pines (I)	Existing	84	8	92	
10	The Pines (I)	Existing	60	0	60	
11	Carney Site *	Zoned	5	0	5	
	Sub total		149	8	157	32 units total; 27 to be applied to future round due to age-restricted
Extension of Expiring Controls						
12	Society Hill	Existing	80	0	80	
13	Fox Chase	Existing	95	0	95	
	Subtotal		175	0	175	
Supportive/ special Needs Housing						
14	Essex St. Supportive Veterans Housing	Proposed	17	17	17	
15	Lennar Supportive Needs	Proposed	20	20	40	
	Subtotal		37	37	74	
	Subtotal of all		544	133	677	
	Total (credits +bonus)		677			
	Obligation		597			
	Surplus(total credits-obligation)		80			
	Surplus Age-Restricted		101			9 Enclave at Shark River + 65 Wayside Oaks (Former Arc of Mommouth Project) + 27 Carney
	Total Surplus		181			

EXHIBIT B: 2017 INCOME LIMITS

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

Region	Income Level	Household Size								Max Increase Rents** Sales***	Regional Asset Limit****			
		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person			7 Person	8+ Person	
Region 1 Bergen, Hudson, Passaic and Sussex	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
	Moderate	\$48,217	\$51,661	\$55,105	\$61,993	\$68,882	\$71,637	\$74,392	\$79,903	\$85,413	\$90,924			
Region 2 Essex, Morris, Union and Warren	Low	\$30,136	\$32,288	\$34,441	\$38,746	\$43,051	\$44,773	\$46,495	\$49,939	\$53,383	\$56,827	1.7%	3.25%	\$180,756
	Very Low	\$18,081	\$19,373	\$20,664	\$23,248	\$25,831	\$26,864	\$27,897	\$29,953	\$32,030	\$34,096			
Region 3 Hunterdon, Middlesex and Somerset	Median	\$65,953	\$70,663	\$75,374	\$84,796	\$94,218	\$97,987	\$101,755	\$109,293	\$116,830	\$124,368	1.7%	0.38%	\$200,698
	Moderate	\$52,762	\$56,531	\$60,299	\$67,837	\$75,374	\$78,389	\$81,404	\$87,434	\$93,464	\$99,494			
Region 4 Mercer, Morris and Ocean	Low	\$32,976	\$35,332	\$37,687	\$42,398	\$47,109	\$48,993	\$50,878	\$54,646	\$58,415	\$62,184	1.7%	1.53%	\$177,413
	Very Low	\$19,786	\$21,199	\$22,612	\$25,439	\$28,265	\$29,396	\$30,527	\$32,788	\$35,049	\$37,310			
Region 5 Burlington, Camden and Gloucester	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
	Moderate	\$46,592	\$49,920	\$53,248	\$59,904	\$66,560	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859			
Region 6 Atlantic, Cape May, Cumberland, and Salem	Low	\$29,120	\$31,200	\$33,280	\$37,440	\$41,600	\$43,264	\$44,928	\$48,256	\$51,584	\$54,912	1.7%	0.00%	\$136,680
	Very Low	\$17,472	\$18,720	\$19,968	\$22,464	\$24,960	\$25,958	\$26,957	\$28,954	\$30,950	\$32,947			

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(fa).
 ** 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 administrative agent be lower than the last recorded purchase price.
 Low income tax credit developments may increase based on the low income tax credit regulations.
 **** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b).
 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).

- emailed to A. Bayle -

**BOROUGH OF TINTON FALLS
COUNTY OF MONMOUTH**

R-18-139

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT WITH FAIR SHARE HOUSING CENTER

WHEREAS, the Borough of Tinton Falls filed a declaratory judgment action in the Superior Court of New Jersey, Law Division-Monmouth County on July 8, 2015 following the New Jersey Supreme Court's decision in *Mt. Laurel IV* entitled In the Matter of the Application of the Borough of Tinton Falls, Docket No MON-L-2475-15 (the "Litigation") seeking a declaration that the Court determine its Third Round fair share obligation, and that the Borough be provided an opportunity to establish a compliance plan to meet its affordable housing obligation;

WHEREAS, the Fair Share Housing Center, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, ("FSHC") has been recognized by the Supreme Court as an interested party that may participate as a matter of right in all cases filed by municipalities pursuant to the Mount Laurel IV case; and

WHEREAS, the Borough and FSHC appeared before the Hon. Jamie S. Perri, J.S.C. and engaged in a mediation process overseen and conducted by the Court appointed Special Master, Michael Bolan, P.P., A.I.C.P.; and

WHEREAS, through that mediation process, the Borough and FSHC agreed to settle the Litigation and to present that settlement to the trial court with jurisdiction over this matter for approval at a Fairness Hearing to be conducted by the Court recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and provides the Borough finality as to its third round affordable housing obligation with a judgment of repose through July 1, 2025; and

WHEREAS, the Mayor and Council of the Borough of Tinton Falls finds that the execution of a settlement agreement is in the best interests of the Borough of Tinton Falls for the reasons set forth herein; and

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls, County of Monmouth that it hereby approves the Settlement Agreement by and between the Borough of Tinton Falls and the Fair Share Housing Center in a form substantially similar to the Settlement Agreement attached hereto and the Mayor is hereby authorized to execute the Settlement Agreement.

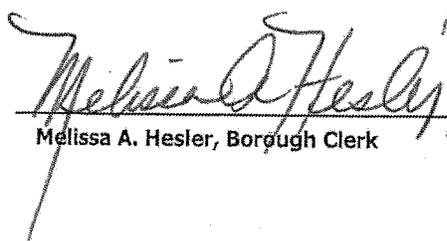
Gary Baldwin

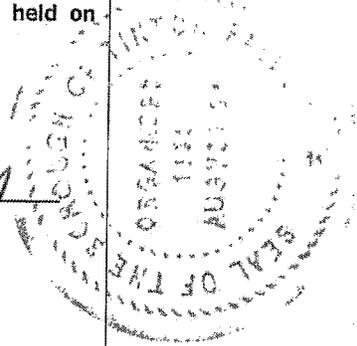
GARY BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on April 17, 2018.

Melissa A. Hesler

MELISSA A. HESLER, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N	I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on April 17, 2018.
MS. FAMA		X	X				 Melissa A. Hesler, Borough Clerk
MR. MANGINELLI			X				
MR. PAK			X				
MR. SIEBERT	X		X				
MR. BALDWIN			X				



Appendix O: Essex Street Veteran's Housing Documentation

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AFFORDABLE HOUSING
AGREEMENT WITH SOLDIER ON FOR THE PROVISION OF AFFORDABLE HOUSING**

WHEREAS, the New Jersey Supreme Court, through its rulings in South Burlington County NAACP v. Mt. Laurel, 67 N.J. 151 (1975) and South Burlington County NAACP v. Mt. Laurel, 92 N.J. 158 (1983), ("the Mt. Laurel Doctrine"), has determined that every municipality has a constitutional obligation to provide through its land use regulations a realistic opportunity for the creation of a fair share of its region's present and prospective need for low and moderate income housing (the "affordable housing obligation"); and

WHEREAS, pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., as amended (the "Fair Housing Act", the "Act" or "FHA"), the Legislature has provided a statutory mechanism for municipalities to address their affordable housing obligation under the Mt. Laurel Doctrine; and

WHEREAS, under the Act, the Borough may consider the donation or use of municipally owned land for the purpose of providing low and moderate income housing, see N.J.S.A. 52:27D-311a(5); provide for the acquisition, construction and maintenance of buildings, structures or other improvements necessary or useful for the provision of low and moderate income housing, see N.J.S.A. 52:27D-325 and may further utilize various techniques for providing low and moderate income housing, including granting tax abatements, see N.J.S.A. 52:27D-311a(6) and making donations, grants or loans of public funds for the provision of new affordable housing, see N.J.S.A. 52:27D-311f; and

WHEREAS, the Soldier On is a nationally recognized non-profit organization that works in partnership with the Department of Veterans Affairs and other agencies to provide housing and supportive services for veterans; and

WHEREAS, the Borough is the owner of real property 12.59 acre +/- located at Block 128.03, Lot 5 (the "Property"), which Soldier On has expressed the desire to construct the Gordon H. Mansfield Village which would provide up to one hundred (100) units of affordable veterans housing (the "Development"); and

WHEREAS, the Development will enable the Borough to address a portion of its affordable housing obligation under the Mt. Laurel Doctrine and Act; and

WHEREAS, the Borough desires to convey the Property to Soldier On for nominal consideration to carry out the Development; and

WHEREAS, the Borough and Soldier On desire to enter in to an Affordable Housing Agreement (the "Agreement") for the purpose of setting forth their respective undertakings, rights and obligations in connection with the construction of the Development, all in accordance with applicable law and the terms and conditions of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Tinton Falls in the County of Monmouth, State of New Jersey that the Mayor is hereby authorized and directed to enter in to an Affordable Housing Agreement with Soldier On which is attached hereto and made a part hereof as Schedule A.

BE IT FURTHER RESOLVED that the Mayor, Borough Clerk and Director of Law are hereby authorized and directed to take all necessary actions to carry out the terms and conditions of the Affordable Housing Agreement including, but not limited to, executing the Deed and all necessary documents to transfer title to the Property from the Borough of Tinton Falls to Soldier On for the purpose of providing affordable housing to veterans.

GARY A. BALDWIN, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a regular meeting held August 9, 2016.

DOREEN D'ANNUNZIO, DEPUTY BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N
MS. FAMA						
MR. MANGINELLI						
MR. PAK						
MR. ROCHE						
MR. BALDWIN						

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on August 9, 2016.

Doreen D'Annunzio, Deputy Borough Clerk

AFFORDABLE HOUSING DEVELOPMENT AGREEMENT

AGREEMENT, made this 1 day of August 2016, between Soldier On, Inc., a Massachusetts, non-profit entity, its successors and assigns hereinafter referred to as ("Soldier On") and The Borough of Tinton Falls, New Jersey, hereinafter referred to as (the "Borough").

WHEREAS, Soldier On is an organization devoted to providing transitional and permanent housing and services for homeless veterans and veterans at risk of becoming homeless; and

WHEREAS, the Borough is currently the owner of a certain ± 12.59 acre parcel of land identified on the Township Tax Maps of Borough of Tinton Falls as Block 128.03; Lot 5 (the "Property"); and

WHEREAS, the Borough has an obligation under the Fair Housing Act to create a realistic opportunity for the provision of low and moderate income housing; and

WHEREAS, Soldier On desires to construct the Gordon H. Mansfield Veterans Village – Tinton Falls consisting of a minimum of fifty (50) and a maximum of 100 units (the "Permitted Units") in a building or buildings not to exceed three (3) stories, unless approved by the Borough, on the Property as previously defined (the "Project"); and

WHEREAS, since Soldier On and the Borough (the "Parties") each possess certain necessary skills and resources, it is in the mutual interest of the parties to jointly participate in implementing the Project and to define their respective responsibilities with respect to the construction and development of the Project;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. PURPOSE. The purpose of this Agreement shall be to define the responsibilities of each of the parties hereto with respect to the construction and development of the Project. The Project shall consist of the Permitted Units in a building or buildings not to exceed three (3) stories, unless otherwise approved by the Borough, on the Property as previously defined. Any obligations relating to the management and operation of the Project after its Completion (as hereinafter defined), such as preparation of annual investor reports, communications, and tax forms, certifications as the Administrative Agent to the Borough's housing liaison and to the Department of Community Affairs ("DCA") shall be the responsibility of Soldier On and or its affiliates.

2. AFFORDABLE HOUSING REQUIREMENTS

a. Soldier On will provide that all Permitted Units shall qualify as affordable housing. At a minimum, there shall be a set aside for ten (10) units that are affordable to very low income households at or below thirty (30%) of AMI.

b. If Soldier On secures rental assistance contracts and/or Rental Assistance Demonstration (RAD) funding and/or proceeds from the Section 236 Program for some or all of Permitted Units, Soldier On will deed restrict the number of units for which it receives rental

assistance as low income units, up to the full number of units in the project. Low income is defined as units affordable to low income households who earn 50 percent of median income or less, as defined for the Borough's housing region. Soldier On, if applicable, agrees to apply for renewal of RAD funding or other subsidies throughout the initial thirty (30) year affordability control period. Any funding received will not offset the ten (10%) set aside as defined in paragraph 2(a).

c. Regardless of whether Soldier On secures rental assistance contracts and/or Rental Assistance Demonstration (RAD) funding and/or proceeds from the Section 236 Program, the following provisions shall apply:

1. Length of Affordability Controls – All Permitted Units shall be subject to a Thirty (30) year Deed Restriction pertaining to affordability. In the event that the Project affordability controls are not renewed for any reason the Borough shall have an option to purchase the Project subject to the terms of a right of first refusal to be mutually agreed to by the parties.

2. Soldier On shall take all necessary steps to maintain the creditworthiness of the Permitted Units for at least 30 years under applicable law.

3. If there are special needs units, Soldier On shall select the provider and any subsequent provider for the special need units, subject to the Borough's consent, which consent the Borough may not unreasonably withhold.

3. SOURCES OF FINANCING.

a. Sources of financing may include equity investment by investors through the syndication (the "Project Syndication") of low-income housing tax credits (LIHTC) to be allocated by the New Jersey Housing and Mortgage Finance Agency (the "Agency"); and possible additional funding through Housing and Urban Development Agency ("HUD") and Community Development Block Grant Disaster Recover funds ("CDBG"). The Project may also receive loans or subsidies from public entities, including the State of New Jersey, the County of Monmouth, if available. The Borough shall also contribute as set forth in paragraph 4. Each Permitted Unit that receives a HAP contract or RAD subsidy will be designated as a low income unit as defined in this Agreement.

b. Sources of funds may be contributed or loaned to the Project through a non-profit company, which if done will be identified by Soldier On ("Non-Profit Participation"). Upon Project Syndication, Soldier On or a related entity or affiliate will remain the managing member/general partner of the Owner Entity (as hereinafter defined).

4. MUNICIPAL CONTRIBUTION

a. In addition to the other Borough obligations set forth herein, in order to ensure the economic feasibility of the Project, the Borough shall contribute the Property to Soldier On or an affiliate or entity controlled by or owned Soldier On for the benefit of the Project. The Borough's contribution shall be limited to the contribution of the Property to Soldier On for the benefit of the Project.

5. APPLICATION FOR FUNDING.

a. Soldier On shall be responsible for preparing the application for LIHTC and selection of a syndicator for the Project and making application to the Agency for funding on behalf of the Project. It is understood that in order to receive the most advantageous financing, the Project will compete for 9% tax credits. The Borough acknowledges that the process to obtain 9% tax credits is highly competitive, and should the Project not be awarded credits in the upcoming round, the Borough will assist in improving the application for 9% credits for a subsequent round, or cooperate in restructuring the Project as a 4% LIHTC transaction, which shall not require additional Borough contribution.

b. Soldier On shall fund costs associated with securing approvals and filing and prosecuting the LIHTC applications, which the Parties acknowledge as a significant expense. As such, Soldier On shall retain the exclusive right to pursue the development of the Project for up to four (4) years from the date of the execution of this Agreement (the "Term"). In the event Soldier On does not obtain a financing commitment for the Project within the Term, the Borough may assign the development rights of the Project to another developer; provided, however, if Soldier On has received commitments to fund a portion of the Project and is diligently pursuing commitments to fund the remaining portion of the Project expense, then Soldier On shall have the right to extend the Term for up to one (1) additional year by written notice to the Borough prior to the expiration of the Term.

c. Soldier On shall prepare applications for grants and loans, and other financing as available. Certain grants and loans may require participation by a non-profit entity which shall be selected and arranged for by Soldier On. Soldier On will arrange for and prepare any agreements necessary to reflect any Non-Profit Participation. Certain applications for grants and loans, and other financing as available may require participation by a municipality. The Borough will cooperate with Soldier On in this participation. The parties acknowledge that the preparation and execution of the aforementioned loan and grant applications require significant expenditure by Soldier On.

6. LAND USE APPROVALS.

a. Soldier On shall obtain from the appropriate governmental authority, all permits, approvals, licenses, certificates and other authorizations necessary to develop the Project (the "Approvals"). The Borough shall promptly, upon request of Soldier On, reasonably assist and cooperate with the Soldier On in securing the Approvals. Any fees or costs associated with inspections, reviews undertaken or permits by outside professionals, consultants, or contractors to the Borough will be paid by Soldier On in accordance with applicable Borough regulations.

b. The Borough does not control the sewer and water service in the municipality. The Borough currently has 80 sewer service units reserved for the Project. It shall be Soldier On's responsibility to pay for and otherwise maintain the sewer units from the execution of this Agreement through completion of the Project. The current cost of the sewer rents is \$14,400.00. The Borough bears no financial responsibility for providing sewer and water service to the Property.

7. CONSTRUCTION OF THE PROJECT

a. Soldier On will provide a General Construction Agreement (the "Construction Agreement") for the contractor chosen solely by Soldier On as the General Contractor for the Project with no impact to the Borough. Parties agree that the Construction Agreement shall be based upon the standard AIA construction agreement, with values, terms and conditions determined by Soldier On. Soldier On will provide construction oversight, supervision, and management through and after construction completion.

b. Soldier On will oversee the preparation of construction documents (civil engineering, architectural construction drawings and project specifications, etc.) (the "Construction Documents").

Soldier On or its agents or affiliates will also provide these additional services to the Project:

Administrative Agent for the Project.

Management during initial rent-up and stabilized occupancy.

Preparation of financial projections.

Preparation of annual investor reports, communications, and tax forms.

Upon Completion, the Project will be managed by Soldier On Development & Management Company, Inc. or another affiliate of Soldier On.

c. Soldier On shall prepare a Development Services Agreement for the Project. The Development Services Agreement shall include a developer fee to Soldier On equivalent to up to five (5) percent of the total development cost of the Project for all development services through including construction and operations including coordination of syndication, legal, and organizational services. The fee shall be earned in accordance with the Agency rules and any LIHTC syndication agreement. The Development Services Agreement shall also include the selection of professionals and the supervision of preparation of architectural, site engineering and land development plans.

8. PROPERTY TRANSFER.

a. The Borough shall not have the obligation to transfer the Property to Soldier On until Soldier On provides written notice that it has secured all Land Use Approvals and the requisite financing to construct the Project.

b. Representations. Borough makes the following representations regarding the Property to the best of its knowledge:

(i) The Borough is the owner of the Property.

(ii) There are no liens or judgments against the Property.

In the event that any of the above-referenced representations are not true, Soldier On reserves the right to cancel this Agreement without penalty. Soldier On shall not have an affirmative obligation to clear title to the Property or conduct

environmental remediation for any actions caused prior to its ownership of the Project. This section shall survive closing of title.

c. Closing Deliveries. At the closing of title, the Borough shall provide the following deliveries:

- (i) Quit Claim Deed.
- (ii) An Affidavit of Title.
- (iii) Such other documents as may be reasonably requested by the Project's title insurance company and funding sources to convey title to the Property;

d. Due Diligence.

- (i) Soldier On shall have up to one hundred eighty (180) days to conduct due diligence on the Property. Soldier On shall notify the Borough and obtain written approval prior to conducting any invasive environmental testing, which request may be denied in the Borough's sole discretion. In the event that Soldier On determines that the Property is not suitable for development for any reason, Soldier On shall have the un-restricted right to terminate this Agreement without penalty and costs to the other parties.
- (ii) Property Accepted As Is. Soldier On acknowledge(s) and agree(s) it is acquiring the Property in "AS-IS" condition, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Other than as expressly set forth in this Agreement, neither the Borough nor any of its officers, managers, employees, agents or representatives have made any representations or warranties, direct or indirect, oral or written, express or implied, to the Soldier On or any of its agents or representatives, with respect to the condition of the Property, its fitness for a particular purpose and its compliance with any laws. Soldier On acknowledge(s) and agree(s) that the Due Diligence Period affords Soldier On with sufficient opportunity to evaluate and assess the Property and any documents provided by the Borough during the due diligence are being provided as an accommodation to Soldier On with no representation or warranty as the accuracy of the information contained in such documents. Soldier On acknowledge(s) that, pursuant to this Agreement, Soldier On is being afforded the opportunity to inspect the Property, either personally or through Soldier Ons' Agents selected by Soldier On. Soldier On acknowledge(s) and agree(s) that having been given the opportunity to inspect the property, Soldier On is relying solely on its own investigation of the property and not on any information provided or to be provided by Borough, and Soldier On agree(s) to accept the Property at the closing and

waive all objections or claims against Borough (including, but not limited to, the Property or to any hazardous materials on the Property.

Soldier On further acknowledge(s) and agree(s) that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that the Borough has not made any independent investigation or verification of such information and makes no representations as to the accuracy, truthfulness or completeness of such information. The Borough is not liable or bound in any manner by any verbal or written statement, representation or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, contractor, agent, employee, servant or other person.

e. Property Records. The Borough shall provide all reports or documentation in the Borough's possession relating to the Property within seven (7) days of the execution of this Agreement.

f. Borough use Prior to Closing. The Borough reserves the unrestricted right to utilize the Property prior to closing as a parking lot.

9. FORMATION OF LIMITED LIABILITY COMPANY. The parties anticipate that a Limited Liability Company or Limited Partnership (the "Owner Entity") shall be formed under the laws of the State of New Jersey or under the laws of another jurisdiction duly qualified to do business in the State of New Jersey to assume the obligations of Soldier On and be the owner of the Project. Anything prepared in the name of Soldier On for the Project can be assigned and/or transferred by Soldier On without further consent of the Parties. Transfer and/or assignment of any of Soldier On's rights or obligations pursuant to this Agreement is approved and shall not require the consent of the Parties.

10. BOOKS AND RECORDS. The books and records of the Project shall be maintained by Soldier On. Soldier On shall make its records available, upon request, for purposes of evaluation of compliance with the terms and conditions of the Agreement.

11. NO ASSIGNMENT. Except as stated above, no party may assign this Agreement without the consent of the other. Consent shall not be unreasonably withheld.

12. TERM OF AGREEMENT. Soldier On shall have four (4) years from the date of signing the Final Agreement to secure financing for the Project subject to the extension rights as stated in Section 5 b. hereof.

13. MANAGEMENT OF THE PROJECT. Upon completion, the Project shall be managed by Soldier On Development & Management Company, Inc. or another affiliate of Soldier On. Soldier On agrees that all affordable rental units within the Project shall be rented and managed in accordance with Agency's rules pursuant to the LIHTC program, and that Soldier On will be responsible for the income qualification of all residents and potential residents of the project and for providing the municipality, or its agent, with any required documentation to complete monitoring and reporting forms, as required by Agency and DCA. Notwithstanding anything to the contrary herein, if Soldier On is found in default of its obligations as administrative agent,

after an opportunity to cure the default, the Borough shall have the right, subject to HMFA approval, to select another administrator; and shall have any and all remedies available at law or in equity.

14. DEFAULT AND REMEDIES. In the event that any party to this Agreement shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. Soldier On's sole remedy in an Event of Default shall be the right to terminate this Agreement. The Borough's right to damages shall be limited to actual costs incurred as a result of Soldier On's breach.

15. MISCELLANEOUS.

a. Notice. All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Soldier On:

Soldier On, Inc.
421 North Main Street, Building 6
Leeds, MA 01053
Attn: John F. Downing, CEO

With a copy to:

Antonio E. Dos Santos, Esq.
Crear, Chadwell, Dos Santos & Devlin, P.C.
One Monarch Place, Suite 310
Springfield, MA 01144

To the Borough:

BOROUGH OF TINTON FALLS
556 Tinton Avenue
Tinton Falls, New Jersey 07724

With a copy to:

Brian M. Nelson, Esquire
Director of Law

556 Tinton Avenue
Tinton Falls, New Jersey 07724

Should any of the above entities have a successor, notice shall be sufficient only if the successor has notice as specified herein provided that notice has been provided of said successor.

- b. Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement.
- c. Cooperation. The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement in addition to the Mount Laurel II doctrine, the Fair Housing Act, and COAH's and Agency's Rules. Soldier On further agrees to participate in any proceedings before the Superior Court, COAH, or the HMFA that may be necessary to accomplish the purpose of this Agreement.
- d. Waiver. Each of the parties waives all rights to challenge the validity and enforceability of this Agreement. Failure to enforce provisions or obligations in this Agreement by any party shall not be construed as a waiver of these provisions and obligations.
- e. Entire Agreement. This Agreement and its prefatory statements and recitals constitute the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any representation and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the parties.
- f. Counterparts. This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately upon the delivery of a facsimile counterpart, the sending party shall deliver a counterpart with the original execution page.
- g. Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

REMAINDER OF PAGE INTENTIONALLY BLANK

Witness:

Steve Como

SOLDIERNON, INC.

BY:

John F. Downing
Name: John F. Downing
Title: CEO

Date

August 1, 2016

BOROUGH OF TINTON FALLS

Witness

Gerald M. Tuning, Mayor