

Housing Plan Element and Fair Share Plan

Prepared for:



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

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Housing Plan Element

A. Introduction

Red Bank Borough contains a total land area of 2.162 square miles, including 1.739 square miles of land and 0.423 square miles of water. The Borough is located in Monmouth County, and is bordered by Middletown Township to the north and west, Fair Haven Borough to the east, and Little Silver Borough, Shrewsbury Borough, and Tinton Falls Borough to the south.

Red Bank Borough has prepared this Housing Plan Element and Fair Share Plan in response to the New Jersey Supreme Court's March 2015 Decision on Fair Share Housing and the decision regarding the "Gap Period," and in accordance with the March 13, 2019 Settlement Agreement with Fair Share Housing Center. 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-I to -136 ("MLUL") and the New Jersey Fair Housing Act, N.J.S.A. 52:270-301 to -329 ("FHA") require every municipal planning board to adopt a Housing Plan Element to its Master Plan and further require the governing body of each municipality to adopt a Fair Share Plan. More specifically, the FHA and MLUL require municipalities to adopt a Housing Element that addresses the municipal present and prospective housing needs, "with particular attention to low and moderate income housing." In accordance with the Fair Housing Act at N.J.S.A. 52:270-310 and the Council on Affordable Housing's ("COAH") Third Round Substantive Rules at N.J.A.C. 5:93, a Housing Element shall contain at least the following:

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

1. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
2. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
3. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
4. An analysis of the existing and probable future employment characteristics of the municipality;

5. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing; and
6. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.
7. A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot, and block;
8. The location and capacities and proposed water and sewer lines and facilities relevant to the designated sites;
9. Copies of necessary applications for amendments to, or consistency determinations regarding, applicable area-wide water quality management plans (including wastewater management plans).
10. A copy of the most recently adopted master plan and where required, the immediately preceding, adopted master plan;
11. For each designated site, a copy of the New Jersey Freshwater Wetlands maps where available. When such maps are not available, municipalities shall provide appropriate copies of the National Wetlands Inventory maps provided by the U.S. Fish and Wildlife Service;
12. A copy of appropriate, United States Geological Survey Topographic Quadrangles for designated sites; and
13. Any other documentation pertaining to the review of the municipal housing element as may be required by the appropriate authority.

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

Affordable Housing regulations define "Fair Share Plan" as follows:

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

This Housing Element and Fair Share Plan (“Plan”) satisfies all of the applicable requirements set forth within the MLUL, the FHA, N.J.A.C. 5:93, and all requirements or stipulations within the Settlement Agreements. The most recently adopted Master Plan is available on file at the Red Bank Municipal Office.

History of Red Bank Borough’s Affordable Housing Compliance

The Borough of Red Bank first received substantive certification from COAH in 1987, and again in 1997, through which a Realistic Development Potential (RDP) of zero (0) units was established, based on lack of availability of vacant, developable land, for the 1987-1999 Prior Round obligation.

Subsequent to the adoption of Growth Share regulations, the Borough adopted a Housing Element and Fair Share Plan to demonstrate its compliance with these regulations on December 15, 2008. The Borough’s petition to COAH for substantive certification was deemed complete on March 9, 2009, but was never certified. A revised Housing Element and Fair Share Plan was prepared in September 2010 but was not certified.

Following COAH’s dissolution and the Court’s assumption of affordable housing judgments, on July 8, 2015, the Borough filed a Declaratory Judgment action seeking a declaration of compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. In response to the Court’s Omnibus Order #4, dated December 2, 2015, a draft Housing Element and Fair Share Plan was prepared. The Court also appointed Francis J. Banisch III, P.P., F.A.I.C.P. as the local Special Master, and Richard B. Reading as a regional Court Master, who subsequently produced a report containing preliminary fair share numbers for all of the municipalities in Monmouth County, including Red Bank Borough.

On March 13, 2019 a settlement agreement was reached in this matter. Through this Housing Plan Element and Fair Share Plan, the Borough intends to address key steps set forth within the Settlement Agreement in order to obtain a Final Judgement of Compliance and Repose.

B. Housing Characteristics

Age of Housing Stock

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

A majority of Red Bank’s housing stock has been constructed prior to 1960. Over half of the housing stock, represented by the 2017 American Community Survey of the US Census Bureau (ACS), was constructed before 1960 (63.2%). Only 456 housing units were constructed after 2000 (8.2%).

Table 1
Housing Characteristics

Time of Construction	Number of Units	Percent of Units
1939 or earlier	2,290	41.1%
1940-1959	1,234	22.1%
1960-1979	1,116	20.0%
1980-1999	477	8.6%
2000-2009	315	5.7%
2010-2013	76	1.4%
2014 or Later	65	1.2%
Total	5,573	100.0%

Source: 2017 American Community Survey 5-year Estimate

Condition of Housing Stock

This Plan utilizes the 2017 ACS to estimate the number of substandard housing units in Red Bank 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 Red Bank:

Table 2
Condition of Housing Stock

	Total	Percentage
Number of Persons per Room		
1.01 or more	271	5.3%
Plumbing Facilities		
Occupied Units with Complete Plumbing Facilities	5,098	99.8%
Units Lacking Complete Plumbing Facilities	10	0.2%
Kitchen Equipment		
Occupied Units with Complete Kitchen Facilities	5,108	100%
Lacking Complete Kitchen Facilities	0	0%
Total Occupied Units	5,108	100%

Source: 2017 American Community Survey 5-year Estimate

The 2017 ACS indicators presented were utilized to estimate the presence of substandard housing within Red Bank Borough. Table 2 above depicts 281 substandard units. However,

analyses that take into account factors such as double counting and ratios of low and moderate income households support the Borough's Present Need obligation of 129 units.

Purchase or Rental Value of Housing Stock

The median value of housing in Red Bank Borough was \$369,400 according to the 2017 ACS, slightly lower than the Monmouth County median value of sales housing, which was \$396,200 according to the 2017 ACS. Table 3 below shows the percentage of housing units in each value category as presented within the 2017 ACS.

Table 3 Value of Owner-Occupied Units		
Value	Units	Percentage
Less than \$50,000	30	1.3%
\$50,000 to \$99,999	10	0.4%
\$100,000 to \$149,999	80	3.3%
\$150,000 to \$199,999	177	7.4%
\$200,000 to \$299,999	448	18.7%
\$300,000 to \$499,999	1,182	49.3%
\$500,000 to \$999,999	390	16.3%
\$1,000,000 or more	81	3.3%
Total	2,398	100.0%
Median (dollars)	\$369,400	

Source: 2017 American Community Survey 5-year Estimate

For rental units, the median gross rent was \$1,398.00. Of the 2,710 occupied rental units listed by the 2017 ACS, more than a third (41.8% or 1,132) rented between \$1,000.00 and \$1,499.00, the single largest category of rent costs shown below in Table 4. More broadly, 40.5 percent of the rentals (1,095) cost \$1,500 or more. The next category was identified as rentals starting under \$999.00, which accounted for 16.6 percent (449) of all renter occupied units.

Table 4 Cost of Rent in Red Bank Borough		
Occupied Units Paying Rent	Units	Percentage
Less than \$500	143	5.3%
\$500-\$999	306	11.3%
\$1,000-\$1,499	1,132	41.8%
\$1,500-\$1,999	418	15.4%
\$2,000-\$2,499	356	13.1%
\$2,500-\$2,999	243	9%
\$3,000 or more	78	3%
No Rent Paid	34	1.1%
Total	2,710	100.0%
Median (dollars)	\$1,398	

Source: 2017 American Community Survey 5-year Estimate

Occupancy Characteristics and Types of Housing Units

According to the 2017 ACS, out of the 5,573 total housing units in the Borough, 5,108 were occupied units (91.8 percent). Of the 5,108 occupied housing units in the Borough, 2,398 (47 percent) were owner-occupied and 2,710 (53 percent) were rentals.

Table 5a Owner Occupied/Rentals and Total Occupied Units		
	Total	Percentage
Housing Units		
Total Number of Housing Units	5,573	100%
Occupied Units		
Total Number of Occupied Housing Units	5,108	91.8%
Owner-Occupied		
Total Number of Owner-Occupied Housing Units	2,398	47%
Renter-Occupied		
Total Number of Renter-Occupied Housing Units	2,710	53%

Source: 2017 American Community Survey 5-year Estimate

As of the 2017 ACS, there were 5,573 housing units in Red Bank, shown in Table 5b. The majority of the housing stock consists of single-family detached units and multifamily apartments, with these two types covering 59.9 percent of housing units in the Borough.

Table 5b Housing Units		
Units in Structure	Number of Structure	Percentage
1-Unit Detached	2,272	40.8%
1-Unit Attached	548	9.8%
2 Units	536	9.6%
3 or 4 Units	574	10.3%
5 to 9 Units	290	5.2%
10 to 19 Units	290	5.2%
20 Units or more	1063	19.1%
Mobile Home	0	0.0%
Other	0	0.0%
Total	5,573	100.0%

Source: 2017 American Community Survey 5-year Estimate

Units Affordable to Low and Moderate Income Households

Low income households are defined as those households 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.

The Affordable Housing Professionals of New Jersey (AHPNJ) developed a sliding scale for income limits, which defines low and moderate income limits based on household size from one (1) up to eight (8) persons per household. Income limits for Region 4, which includes Monmouth County, for 2018 are shown in Table 6 below.

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

Table 6 2018 AHPNJ Income Limits for the Monmouth County Region					
	1 Person	2 Person	3 Person	4 Person	5 Person
Median Income	\$69,447	\$79,538	\$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	\$53,573
Very Low (30% of the Median)	\$20,384	\$23,810	\$26,787	\$29,763	\$32,144

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

Table 7a Monthly Owner Cost as a Percentage of Household Income		
Percentage of Income	Number	Percentage
Less than 20%	826	34.4%
20% to 29%	684	28.5%
30% or more	880	36.7%
Not computed	8	0.04%
Total	2,398	100%

Source: 2017 American Community Survey 5-year Estimate

Table 7b Gross Rent as a Percentage of Household Income		
Percentage of Income	Number	Percentage
Less than 20%	742	27.4%
20% to 24.9%	351	13%
25% to 29.9%	120	4.4%
30% to 34.9%	330	12.2%
35% or more	1,109	40.9%
Not computed	58	2.1%
Total	2,710	100%

Source: 2017 American Community Survey 5-year Estimate

Projected Housing Stock

Since 2000, Red Bank Borough has issued building permits for 445 housing units. The Borough also issued permits to demolish 77 units during the time period from 2000-2016 as shown within Table 8 below.

Table 8 Dwelling Units Authorized			
Year	Residential Building Permits Issued for New Construction	Residential Demolition Permits Issued	Total Added
2000	29	2	27
2001	12	2	10
2002	27	5	22
2003	5	10	-5
2004	34	6	28
2005	5	2	3
2006	54	5	49
2007	6	7	-1
2008	3	3	0
2009	56	7	49
2010	27	2	25
2011	6	13	-7
2012	20	0	20
2013	142	8	134
2014	4	3	1
2015	1	1	0
2016	13	1	12
2017	2	0	2
2018	1	0	1
Total	447	77	370

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

C. Demographic Characteristics

Red Bank Borough's population has remained fairly consistent since the 1950s. Despite some periods of modest increases and decreases, the North Jersey Transportation Planning Authority's (NJTPA) population projections for 2045 show only a 1.4 percent increase from the Borough's 1950 population. Population by decade and the Borough's 2045 projection are shown in Table 9 below.

Table 9 Red Bank Borough Population Characteristics 1950-2045 (Projected)			
Year	Population	Population Change	Percentage Change
1950	12,743	-	-
1960	12,482	-261	-2.0%
1970	12,847	365	2.9%
1980	12,031	-816	-6.4%
1990	10,636	-1,395	-11.6%
2000	11,844	1,208	11.4%
2010	12,206	362	3.1%
2045	12,927	721	5.9%

Source: New Jersey Department of Labor, North Jersey Transportation Planning Authority, U.S. Census

The median age in Red Bank Borough (36) is younger than the median age of Monmouth County (42.6) as shown below in Table 10. This gap is most clearly seen between the number of residents aged 25 to 44 in Red Bank Borough (34.8%) versus Monmouth County (22.7%).

Table 10 Population Comparison by Age		
Age	Red Bank Borough	Monmouth County
Under 5	6.7%	5.1%
5 to 19	16.1%	19.7%
20 to 24	6.8%	5.9%
25 to 44	34.8%	22.7%
45 to 64	22.8%	31%
Over 65	12.8%	15.7%
Total	100.0%	100.0%
Median Age	36	42.6

Source: 2017 American Community Survey 5-year Estimate

The 2017 ACS indicates that the median income of Red Bank residents (\$75,114) was lower than the median income for Monmouth County (\$87,297) but slightly higher than the State median income (\$73,702). In addition, the per capita income of Red Bank residents, at \$42,105, was also slightly lower than the corresponding figure for Monmouth County of \$44,504, but higher than the per capita income for all New Jersey households of \$37,538. A distribution of households by income for Red Bank Borough and Monmouth County is presented within Table 11.

Table 11
Households by Income

Income Level	Red Bank Borough	Monmouth County
Less than \$10,000	203	9,466
\$10,000-\$14,999	222	7,400
\$15,000-\$24,999	467	15,848
\$25,000-\$34,999	535	16,030
\$35,000-\$49,999	462	19,799
\$50,000-\$74,999	662	32,802
\$75,000-\$99,999	690	28,457
\$100,000-\$149,999	903	43,288
\$150,000 or more	964	59,778
Median Household Income	\$75,114	\$87,297

Source: 2017 American Community Survey 5-year Estimate

As per the 2017 American Community Survey, the average household size in Red Bank Borough was 2.36 persons per household and the average family size was 3.20 persons. This data also showed that of the 5,108 occupied units within the Borough, 48.3 percent were part of family households and 51.7 percent were part of non-family households. The distribution of household types is illustrated within Table 12 below.

Table 12
Households by Type

Household Type	Number	Percent
Total Occupied Households	5,108	100%
Family Households	2,465	48.3%
Married-couple family	1,591	31%
Other family	874	17%
Nonfamily Households	2,643	51.7%
Householder living alone	2,117	80%
Householder not living alone	526	20%

Source: 2017 American Community Survey 5-year Estimate

D. Employment Characteristics

The 2017 ACS reports on work activity of residents 16 years and older. From this population, 59.4% of the work force was male and 45.1% was female. The average commuting time of a Red Bank worker was 29.5 minutes. The majority (84.4%) of Red Bank 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	6,001	84.4%
Government Workers	740	10.4%
Self Employed	347	4.9%
Unpaid Family Workers	20	0.3%
Total Employed	7,108	100.0%

Source: 2017 American Community Survey 5-year Estimate

An analysis of the employed (over the age of 16) by economic sector indicates that Red Bank workers were involved in a broad array of economic sectors. The highest concentration of workers is within the service sector, and particularly in educational and health services with 21.6 percent of the work force, but closely followed by the arts, entertainment, recreation, and food services sector at 16.4 percent of the work force as shown below within Table 14.

Table 14 Workforce by Sector		
Sector	Employees	Percentage of Workforce
Agriculture, Forestry, Fisheries & Mining	0	0%
Construction	677	9.5%
Manufacturing	620	8.7%
Wholesale Trade	131	1.8%
Retail Trade	710	10%
Transportation, Warehousing and Utilities	118	1.7%
Information	127	1.8%
Finance, Insurance & Real Estate	512	7.2%
Professional, Scientific, Management, Administrative, and Waste Management Services	1,054	14.8%
Educational, Health, and Social Services	1,533	21.6%
Arts, Entertainment, Recreation, Accommodation and Food Services	1,164	16.4%
Other Services	271	3.8%
Public Administration	191	2.7%
Total	7,108	100.0%

Source: 2017 American Community Survey 5-year Estimate

The workforce occupation characteristics in Red Bank Borough were compared with those of Monmouth County. As indicated in Table 15, occupational characteristics of the Borough generally compare closely with those of workers the County overall. Points of departure, however, included a significantly higher percentage of Red Bank workers in arts,

entertainments, recreation, accommodation and food services sector than the County. This information is summarized in Table 15 below.

Table 15 Occupation Characteristics		
Sector	Red Bank Borough	Monmouth County
Agriculture, Forestry, Fisheries & Mining	0%	0.2%
Construction	9.5%	7.2%
Manufacturing	8.7%	6.1%
Wholesale Trade	1.8%	2.9%
Retail Trade	10%	11.6%
Transportation, Warehousing and Utilities	1.7%	4.9%
Information	1.8%	3.6%
Finance, Insurance & Real Estate	7.2%	10.0%
Professional, Scientific, Management, Administrative, and Waste Management Services	14.8%	12.9%
Educational, Health and Social Services	21.6%	23.8%
Arts, Entertainment, Recreation, Accommodation and Food Services	16.4%	8.9%
Other Services	3.8%	3.9%
Public Administration	2.7%	4.0%

Source: 2017 American Community Survey 5-year Estimate

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 the Borough and Monmouth County, the New Jersey Department of Labor (“NJDOL”) has prepared projections that 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 Remediation	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 have increased or remained stable in almost all occupational categories, and overall the economy will grow by 24,750 jobs. Accommodation and Food Services and Healthcare and Social Assistance are 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, including as part of the settlement between the Borough and Fair Share Housing Center, the Gap Obligation (1999-2015) and Prospective Need Obligation (2015-2025). This Plan further includes strategies, implementation techniques, and funding sources intended to be utilized.

The Borough received a vacant land adjustment for its Prior Round (1987-1999) obligation as part of its substantive certification in 1987, reducing its new construction obligation to zero (0) units and its unmet need obligation to 427 units. Given the continued lack of vacant, developable land in the Borough, Red Bank has also sought a vacant land adjustment for its Third Round (1999-2025) obligation of 313 units set forth in its Settlement Agreement with Fair Share Housing Center. The preparation of the vacant land adjustment, in addition to reviewing vacant, developable parcels in the Borough of 0.83 acres, also considered smaller lots, municipally-owned land, redevelopable parcels, and post-1999 construction for appropriateness for the construction of or conversion to low and moderate income housing, in accordance with N.J.S.A. 52:27-310(f). The Settlement Agreement establishes a Third Round Realistic Development Potential of 92 units, with a 221 unit unmet need obligation for the Third Round.

Red Bank Borough's fair share obligations are broken down into a Present Need (Rehabilitation Obligation), a Prior Round (1987-1999) RDP and Unmet Need Obligation, and a Third Round (1999-2025) RDP and Unmet Need Obligation, which incorporates the Gap Obligation and the Prospective Need Obligation. The Borough's fair share obligations were agreed upon in the Settlement Agreement entered into between FSHC and the Borough. Table 1 outlines the Borough's affordable housing obligations:

Table 1
Cumulative 1987-2025 Affordable Housing Obligation

	Number of Units
Present Need (Rehabilitation Obligation)	129
Prior Round RDP (1987-1999)	0
Prior Round Unmet Need	427
Third Round RDP (1999-2025)	92
Third Round Unmet Need	221

B. Addressing the Borough's Rehabilitation Obligation

The Settlement Agreement assigned the Borough a Present Need or Rehabilitation Obligation of 129 units. Monmouth County has rehabilitated 13 units in the Borough since 2000 through its Emergency Repair and Home Improvement Programs. Based on this rate of rehabilitation, the

Borough anticipates that an additional five units will be rehabilitated in the Borough by the County through 2025. Documentation regarding existing rehabilitated units is provided in Appendix K.

An additional ninety (90) units in the Montgomery Terrace (Block 84, Lot 70.02 and Block 84.01, Lot 76.01) and Evergreen Terrace (Block 90, Lot 21.01) developments are anticipated to be rehabilitated by the Red Bank Housing Authority (RBHA). These projects will provide 40 family rental units and 50 age-restricted rental units, respectively. These units are presently incorporated in the Borough's Rehabilitation Program, with funding and scheduling of the rehabilitations outlined in the Spending Plan included in Appendix C. In the event that a realistic opportunity for rehabilitation of these units has been established by the Borough and RBHA by the midpoint review of July 1, 2020, the number of units in the Borough's Rehabilitation Program will be reduced correspondingly.

The Borough's Rehabilitation Program will also rehabilitate the remaining 21 units through 2025. A schedule for completion is provided in the Spending Plan included in Appendix C.

C. Basis for the RDP Credit Allocation

Per the requirements of 5:93, Red Bank Borough must meet the following minimum and maximum requirements when addressing its RDP obligation:

Age-Restricted: Red Bank is not applying any age-restricted units to its RDP obligation.

Rental: Per N.J.A.C. 5:93-5.15a, because Red Bank Borough is receiving a vacant land adjustment, the minimum number of rental units the Borough must provide as part of its RDP obligation is $0.25 * \text{RDP}$.

$$0.25 (92) = 23$$

The Borough must provide a minimum of 23 affordable rental units towards its RDP obligation.

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, 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. As no rental bonuses shall be granted for rental units in excess of the rental obligation, the maximum number of bonus credits is $0.25 * \text{the RDP}$.

$$0.25 (92) = 23$$

The Borough may count a maximum of 23 bonus credits towards its RDP obligation.

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

As noted above, the Borough is assigned a Prior Round (1987-1999) RDP of zero (0) units and an unmet need obligation of 427 units. In accordance with the Borough's Settlement Agreement with Fair Share Housing Center, sites previously applied to the Prior Round or located within the Prior Round Overlay as established in the Borough's 2008 Housing Element and Fair Share Plan address the Prior Round unmet need obligation follows:

Prior Round Projects	Affordable Units/Credits	Unit/Credit Type	Status
Locust Landing Block 71/Lot 1.01	6	Family Rental	Built
MW @ Red Bank, LLC (Westside Lofts) Blocks 35; 37; 62; 99/Lots 7; 6.01, 7, 8.01, 10, 10.01; 8; 7	10	Family Rental Apartments and Duplexes	Built
Popkin Block 36/Lot 8, 23.01-23.06	2	Family Rental Apartments	Bifurcated Use Approval on 7/20/17; Site Plan Approval 1/3/19
Denholtz Block 63/Lot 1.01, 3, 4, 8, 9, 10, 10.01	9	Family Rental Apartments	Site Plan Approval 11/5/18
Oakland Square (RB Monmouth/RB West) Block 42/Lot 19.01	12	Family Rental/Community Residence	Nearing Completion
Tudor Village Apartments, LLC Block 103/Lot 13.20	1	Rental Apartments	Site Plan Approval 2/4/16
River Street School Block 74/Lot 5.02	51	Age-Restricted Rental	Built
Wesleyan Arms Block 33/Lot 6.01	60	Age-Restricted Rental	Built
RW Rivers Edge Blocks 82; 83/Lots 17; 5, 6.01, 6.02	2	Family-for-Sale Townhomes	Built
Bergen Square Block 75.01/Lot 82.01	10	Family-for-Sale Townhomes	Built
Total Prior Round Credits	163	-	-
RDP Obligation	0	-	-
Unmet Need Obligation (Prior Round - RDP)	427	-	-
Remaining Unmet Need	264	-	-

Family Rental Projects:

Locust Landing (Block 71, Lot 1.01)

Locust Landing is a 100% affordable townhouse project located on Locust Avenue in the westerly portion of the Borough. Fully built and occupied, Middletown Township received credit for 34 of the 40 family rental units as part of a Regional Contribution Agreement (RCA). The Borough is applying six (6) family rental credits for this site to the Prior Round unmet need obligation.

***MW @ Red Bank, LLC / Westside Lofts
(Blocks 35; 37; 62; 99/Lots 7; 6.01, 7, 8.01, 10, 10.01; 8; 7)***

The MW at Red Bank, LLC/Westside Lofts project is located at the intersection of W. Front Street and Bridge Avenue. Approved in 2006 and constructed between 2013 and 2014, the development is fully occupied and includes ground-floor retail with 92 total residential units on upper floors. Ten (10) affordable family rental units are provided by this project. Four (4) units are located on site, and the remainder are offsite, including four (4) units at 47 Oakland Street and two (2) units at 205-207 Bergen Place. These ten (10) units are being applied to the Borough's Prior Round unmet need obligation.

Popkin (Block 36, Lot 8, 23.01-23.06)

This project received bifurcated use variance approval in 2017, and site plan approval from the Zoning Board of Adjustment memorialized on January 3, 2019. The existing office building, located on Monmouth Street, will be expanded into a mixed use building with ground floor retail and 20 total apartments. In accordance with the sliding scale set-aside ordinance discussed further below, this site will contribute two (2) family rental units to the Borough's Prior Round unmet need obligation.

Denholtz (Block 63, Lot 1.01, 3, 4, 8, 9, 10, 10.01)

This development received site plan approval from the Planning Board on November 5, 2018 for the construction of a mixed use project with 57 total units between Chestnut Street and Oakland Street, proximate to the NJ Transit train station. In accordance with the sliding scale set-aside ordinance discussed further below, this site will contribute nine (9) family rental units to the Borough's Prior Round unmet need obligation.

Oakland Square/RB Monmouth/RB West (Block 42, Lot 19.01)

This development, which was originally approved between 2010 and 2011 and is presently nearing completion, is located between Monmouth Street and Oakland Street, approximately 350 feet from the NJ Transit rail station. The project contain 57 units, of which 12 will be affordable. Eight (8) of these 12 units will be provided as family rental units, and four (4) will be provided as supportive/special needs housing units, to be applied to the Borough's Prior Round unmet need obligation.

Tudor Village Apartments, LLC (Block 103, Lot 13.20)

This project is an existing 12 unit market rate apartment complex built in the 1920s/1930s, located on Broad Street. In 2016, the project received site plan approval for the construction

of five (5) additional units, of which one (1) is proposed to be affordable and non-age-restricted, and is applied towards the Prior Round unmet need obligation.

Age-Restricted Rental Projects:

River Street School (Block 74, Lot 5.02)

This project was a 100% affordable gut rehabilitation project completed in connection with an RCA with Middletown Township. Located on River Street between Shrewsbury Avenue and South Bridge Avenue, the project, which is built and occupied, contains 62 age-restricted rental units. Middletown Township received credit for 11 units, therefore the Borough is applying 51 age-restricted rental units towards its Prior Round unmet need obligation.

Wesleyan Arms (Block 33, Lot 6.01)

Wesleyan Arms is an existing 100% affordable apartment project, built in 1998, providing 60 rental units to very low income seniors. These credits contribute to the Borough's Prior Round unmet need obligation.

Family-For-Sale Projects:

RW Rivers Edge (Blocks 82; 83/Lots 17; 5, 6.01, 6.02)

Approved in 2010 and built in 2016, this project includes 15 total family-for-sale townhome units, of which two (2) are affordable to low and moderate income families. Located on Bank Street in the westerly portion of the Borough, this site contributes two (2) units to the Prior Round unmet need obligation.

Bergen Square (Block 75.01, Lot 82.01)

Bergen Square is a family-for-sale townhouse project containing 20 total units, of which ten (10) are affordable to low and moderate income families. Constructed in the early 2000s and located on Drs. James Parker Boulevard, the site contributes ten (10) units to the Prior Round unmet need obligation.

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

The Borough has sought a vacant land adjustment for its Third Round obligation of 313 units. The vacant land adjustment, included in Appendix B of this Housing Element and Fair Share Plan, sets forth the analysis used to calculate an RDP of 92 units for the Borough's Third Round obligation. This RDP is met as follows:

Third Round Projects	Affordable Units/Credits	Unit/Credit Type	Status
Collaborative Support Programs of NJ Block 23/Lot 2	3	Supportive/Special Needs	1998
VNA Redevelopment Site Block 3/Lots 2.01, 4.01, 6, 7.01, 9.01	28	Family Rental	Proposed
Riverwalk Commons Block 29/Lot 5.01	2	Family Rental	Under Construction
Fortune Square Block 75.01/Lot 86	3	Family Rental	Under Construction
Brownstones (Yellowbrook/Mumford) Block 75.03/Lots 46, 47, 48.01, 53, 54.01, 56	2	Family-for-Sale Townhomes	Site Plan Approval 9/7/17; Under Construction
Azalea Gardens (Ray Rap) Block 58/Lots 1, 2, 3, 4, 5, 6	2	Family-for-Sale Single-Family Homes	Site Plan Approval 8/3/17
Cedar Crossing Blocks 75.01; 75.03/Lots 83, 84, 85; 50.01, 69	36	Family-for-Sale Townhomes	Built
Bonus Credits	23	-	-
Total Credits	99	-	-
RDP Obligation	92	-	-
Unmet Need Units	7	-	-
Unmet Need Obligation (Third Round - RDP)	221	-	-
Remaining Unmet Need	214	-	-

Supportive / Special Needs Projects:

Collaborative Support Programs of NJ (Block 23, Lot 2)

This group home, located on Spring Street, has existed since 1998 and provides three (3) bedrooms for very low-income special needs individuals. Associated documentation is provided in Appendix M. These units are applied to the Borough's RDP obligation.

Family Rental Projects:

VNA Redevelopment Site (Block 3, Lots 2.01, 4.01, 6, 7.01, 9.01)

A Redevelopment Plan for the aforementioned blocks and lots, located between Bodman Place, Riverside Avenue, and NJ State Route 35 in the northernmost portion of the Borough, was approved by the Borough Council on December 12, 2018. This Plan permits a residential development above ground floor commercial space at a maximum density of 70 dwelling units per acre, with the potential for bonuses to generate a maximum density of 90 dwelling units per acre. As per the Settlement Agreement with Fair Share Housing Center, this site will provide a minimum of 189 total units, with at least 28 affordable family rental units or 15 percent of the total number of units provided, whichever is greater. A minimum of 13 percent of the affordable units will be affordable to very low-income households. As a site with clear title, it is available for affordable housing construction. The site is further suitable, as the proposed mixed use development would be compatible with the surrounding commercial, office, and multifamily residential land uses, has frontage on three roadways and is free of environmental constraints that would preclude development. Located within the sewer service area, the site is developable, and lastly, with Redevelopment Plan approved by the Council, zoning is in place and the site is approvable for the development of affordable housing. Therefore, 28 family rental units are applied to the RDP.

Riverwalk Commons (Block 29, Lot 5.01)

The Riverwalk Commons project was approved in 2012 and is presently under construction at 24 Mechanic Street for the development of an apartment building with 24 rental units, of which two (2) will be affordable to low and moderate income families. These units are applied to the Borough's RDP obligation.

Fortune Square (Block 75.01, Lot 86)

This project, approved in 2016 and presently under construction, will provide 32 rental units, inclusive of three (3) affordable family rental units, on Drs. James Parker Boulevard. These units are applied to the Borough's RDP obligation.

Family-for-Sale Projects:

Brownstones/Yellowbrook/Mumford (Block 75.03, Lots 46, 47, 48.01, 53, 54.01, 56)

This project received site plan approval on September 7, 2017 for the construction of 22 townhouses, including two (2) affordable units. Located between Catherine Street and River Street, the project will contribute two (2) family-for-sale units to the RDP.

Azalea Gardens / Ray Rap (Block 58/Lots 1, 2, 3, 4, 5, 6)

Presently under construction following use variance and site plan approval in 2016 and 2017, respectively, this project will provide 18 townhouse units on the corner of Harding Road and Clay Street. Two (2) family-for-sale units are planned for this site, and will contribute to the Borough's RDP obligation.

Cedar Crossing (Blocks 75.01; 75.03/Lots 83, 84, 85; 50.01, 69)

Cedar Crossing is a 100% affordable development comprised of 36 family-for-sale townhomes. Located off of Cedar Street and adjacent to the NJ Transit rail right-of-way, the Development Agreement for the project was approved by the Borough Council in May 2008, and the project was completed in 2013. The Borough is applying 29 units to the RDP obligation, and seven (7) units to the Third Round unmet need obligation.

F. Unmet Need Mechanisms

After applying the projects as outlined above to the Prior Round unmet need and Third Round RDP obligations, the Borough has a remaining unmet need obligation of 264 units for the Prior Round and 214 units for the Third Round. The following mechanisms are proposed to address the Borough's unmet need obligations through the 2025 period.

Overlay Zones

In accordance with Exhibit B of the Settlement Agreement, the Borough shall not reduce permitted density within the overlay zones highlighted on the map. The sliding scale set-aside ordinance discussed further below will supersede any set-aside requirements previously established for these areas.

Redevelopment Area Yield

The Borough will continue to explore sites which may be eligible for area in need of rehabilitation and/or redevelopment designations. Designated sites and existing redevelopment and/or rehabilitation areas without an approved Redevelopment Plan will be examined for suitability for residential development, and if suitable, affordable housing will be required in accordance with the sliding scale ordinance discussed below.

Sliding Scale Set-Aside Ordinance

In accordance with the Settlement Agreement with Fair Share Housing Center, the Borough will adopt a mandatory affordable housing set-aside ordinance for all new construction multifamily residential developments as set forth below:

Total Number of Units	Minimum Percentage of Affordable Units
10 and under	None
11-25	10%
26-150	15%
151-215	17.5%
216 and over	20%

Developers of ten (10) units and under will be required to pay the Borough's development fee. Developers of 11 units and above will be required to provide at least 70% of the units required, on site and will have the option to satisfy the remaining obligation with either (a) off-site affordable units OR (b) a Payment In Lieu of such units in accordance with N.J.A.C. 5:93-8.10(c) and N.J.A.C 5:97-6.4(c)3, provided that the Borough will only accept a Payment in Lieu if at the time of application the applicant can demonstrate that the Payment in Lieu will create an equivalent number of new construction or gut rehabilitation affordable units to those that would have been provided on site, which off-site or payment in lieu units, when combined with the on-site units, shall be consistent with the bedroom distribution, very-low-/low-/moderate-income split and all other terms of the Settlement Agreement.

First-Time Homebuyers Program

As per the Borough's Settlement Agreement with Fair Share Housing Center, the Borough will establish a First-Time Homebuyers Program to provide homeownership opportunities to at least 50 low- and moderate-income households. Monmouth County has a robust First-Time Homebuyers Program which has been active in Red Bank, and the Borough anticipates that 18 of the required 50 units will be supported by the County program through 2025 based on the County's historic rate of support in the Borough. The Borough's remaining obligation of 32 units through 2025 will be met as outlined in the Spending Plan in Appendix C.

In accordance with the First-Time Homebuyers Manual included in Appendix L, an eligibility determination will be made for program applicants, after which point income and property eligibility will be assessed. Funds, not to exceed \$10,000 per applicant, will be distributed at closing. The loan period shall be five years. In addition to a mortgage and mortgage note, a deed restriction with a 30 year control period will be executed at closing.

G. Very-Low Income Requirement

In accordance with the Settlement Agreement, thirteen percent (13%) of all affordable units applied to the Prior and Third Round obligations as outlined above, except those units constructed or granted preliminary or final site plan approval prior to July 1, 2008, shall be very low income units, with half of the very low income units available to families.

The developments for which this requirement is applicable are Popkin, Denholtz, Oakland Square, Tudor Village Apartments, LLC, VNA Redevelopment Site, Riverwalk Commons, Fortune Square, Brownstones (Yellowbrook/Mumford), and Azalea Gardens (Ray Rap). Thirteen percent (13%) of the affordable units provided by these developments shall be very low income units. These developments provide 63 units, therefore, the Borough is required to provide nine (9) very low income units through existing and proposed projects.

H. Summary of Fair Share Plan

In summary, the Borough of Red Bank has addressed its entire 92 unit RDP obligation for the Third Round period between 1999 and 2025, and has also demonstrated additional projects and affordable housing mechanisms that will continue to address its unmet need obligations for the Prior and Third Round periods. As it has done in the past, the Borough intends to continue to proactively implement its Fair Share Plan in accordance with the requirements set forth by the Court and applicable affordable housing regulations.

Appendices

Appendix A

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 19-__**

**A RESOLUTION OF THE BOROUGH COUNCIL ENDORSING THE HOUSING
ELEMENT AND FAIR SHARE PLAN**

WHEREAS, the Planning Board of the Borough of Red Bank, County of Monmouth adopted the Housing Plan Element of the Master Plan on _____; and

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

WHEREAS, the Planning Board adopted the Fair Share Plan on _____; and

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

NOW THEREFORE BE IT RESOLVED that the Borough Council of the Borough of Red Bank hereby endorses the Housing Plan Element and Fair Share Plan as adopted by the Red Bank Planning Board; and

BE IT FURTHER RESOLVED THAT the Borough of Red Bank hereby requests that the Special Master and/or the Court review and approve the Housing Plan and Fair Share Plan.

I hereby certify the above to be a true copy of a resolution adopted by the Council of the Borough of Red Bank, in the County of Monmouth, at a meeting held on _____.

Pamela Borghi, RMC, CMR, PIO
Borough Clerk

Appendix B



Peter J. O'Connor, Esq.
Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammel, Esq.
Joshua D. Bauers, Esq.

January 23, 2019
Amended March 13, 2019

Leslie G. London, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

Re: In the Matter of the Application of the Borough of Red Bank, County of Monmouth, Docket No. MON-L-2540-15

Dear Ms. London:

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

Background

Red Bank filed the above-captioned matter on July 8, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment 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.

This Amended Settlement Agreement, which is identical to the January 23, 2019 Settlement Agreement approved by the Borough on January 23, 2019, except for changes to Paragraph 6, supercedes the Settlement Agreement approved on January 23, 2019 in its entirety.

Settlement terms

The Borough and FSHC hereby agree to the following terms:

1. FSHC agrees that the Borough, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. FSHC and the Borough agree that this Agreement supersedes in its entirety the Agreement made between FSHC and the Borough dated October 6, 2010, which Agreement was based on COAH's now-invalidated growth share regulations.

3. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the 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.
4. FSHC and Red Bank hereby agree that Red Bank's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	129
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	427
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	313

5. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
6. The Borough's efforts to meet its present need include the following:
 - a. The Red Bank Housing Authority is exploring the potential for rehabilitation and/or reconstruction of Montgomery Terrace (40 Family) and Evergreen Terrace (50 Age Restricted). The Borough acknowledges that there are substantial rehabilitation needs for these units. If the Borough provides documents in collaboration with the Housing Authority demonstrating a realistic opportunity for the rehabilitation and/or reconstruction of some or all of these units during the Third Round in accordance with all applicable laws including but not limited to Section 3 of the federal Housing and Urban Development Act of 1968 and otherwise consistent with the terms of this Agreement by the midpoint review of July 1, 2020 as part of the process outlined in paragraph 22(a) of this Agreement, it may use that number of units as credits towards the Borough's present need and reduce the obligation for the Borough's Rehabilitation Program referenced in subparagraph (b) below accordingly. Regardless of whether the Borough pursues this option, as part of the annual reporting referenced in paragraph 21 of this Agreement, the Borough will provide a status update of the Borough and Housing Authority's efforts to rehabilitate and/or reconstruct Montgomery Terrace and Evergreen Terrace.
 - b. The Borough has a total rehabilitation obligation of 129 units. The Borough's rehabilitation obligation will be addressed through the Borough's Rehabilitation Program, which will be reactivated as part of this Agreement either through an in-house program or contracting with a qualified outside entity, with that decision to be made during the compliance phase of this matter. The Rehabilitation Program will provide assistance to rehabilitate substandard housing units in the Borough that are occupied by low and moderate income households, both renter-occupied and owner-occupied. The Program will be funded through development fees and other available grants and funding sources for such programs, and will be administered by the Borough, either in-house or through an outside administrative agent or other qualified entity. The operation and funding of

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

the program shall provide for sufficient funding for the rehabilitation program based on an average cost of at least \$10,000 (inclusive of 20% administrative cost) per unit and based on the administrator's analysis of the cost needed to administer a rehabilitation program compliant with applicable COAH regulations and addressing the rehabilitation needs and costs to address those needs in the Red Bank housing stock. The operation and funding will be more fully demonstrated through documents to be provided during the compliance phase of this litigation, including a Rehabilitation Program manual, spending plan, description of who will administer the program including entrance into a contract with an outside entity by the time of final compliance or demonstration of a mechanism for in-house administration in conformance with the requirements of N.J.A.C. 5:93-4.2, and the passage of a resolution committing to supplemental municipal funding sources such as bonding if required to supplement the municipal Affordable Housing Trust Fund for this program. The Borough will phase in the program over the remainder of the Third Round period with roughly 22 units rehabilitated each one year period from July 1, 2019 to June 30, 2025, which number may be reduced at the midpoint review based on the provisions regarding the Housing Authority units in subparagraph (a) of this paragraph.

7. The Borough has a Prior Round prospective need of 427 units. COAH granted Prior Round substantive certification to the Borough with a realistic development potential (RDP) of zero (0) units and 427 units of unmet need. The Borough has satisfied 163 units of unmet need through the following mechanisms. The remaining unmet need will be addressed as described further in paragraph 8.

Project	Affordable Units/Credits	Unit/Credit Type	Status
Locust Landing Block 84/Lot 70.02	6	Family Rental	Built
MW @ Red Bank, LLC (Westside Lofts) Blocks 35; 37; 38; 62/Lots 7, 6.01, 7, 8.01, 10, 10.01; 1; 8	10	Family Rental Apartments and Duplexes	Built
Popkin Block 36/Lot 8, 23.01-23.06	2	Family Rental Apartments	Site Plan Approval 1/3/19
Denholtz Block 63/Lot 1.01, 3, 4, 8, 9, 10, 10.01	9	Family Rental Apartments	Site Plan Approval 11/5/18
Oakland Square (RB Monmouth/RB West) Block 42/Lot 19.01	12	Family Rental/Community Residence	Nearing Completion
Tudor Village Apartments, LLC Block 103/Lot 13.20	1	Rental Apartments	Site Plan Approval 2/4/16
River Street School Block 74/Lot 5.02	51	Age-Restricted Rental	Built
Wesleyan Arms Block 33/Lots 6, 7, 8, 9.02	60	Age-Restricted Rental	Built
RW Rivers Edge Blocks 82; 83/Lots 17; 5, 6.01, 6.02	2	Family-for-Sale Townhomes	Built
Bergen Square Block 75.01/Lot 82.01	10	Family-for-Sale Townhomes	Built
Total Prior Round Credits	163	-	-
RDP Obligation	0	-	-
Unmet Need Obligation (Prior Round - RDP)	427	-	-
Remaining Unmet Need	264	-	-

8. The municipality, as calculated in Exhibit A, has a Third Round realistic development potential (RDP) of 92 units, with an unmet need of 221 units. That RDP will be satisfied as described in the following chart, with 7 credits in excess of RDP being applied to the unmet need:

1999-2025 Third Round Obligation			
55 West Front Street/West Front Street Partners, LLC Block 30/Lot 10.01	-	Payment-in-lieu	Site Plan Approval 3/20/17
Collaborative Support Programs of NJ Block 23/Lot 2	3	Supportive/Special Needs	1998
VNA Redevelopment Site Block 3/Lots 2.01, 4.01, 6, 7.01, 9.01	28	Family Rental	Proposed
Riverwalk Commons Block 29/Lots 5, 6, 7	2	Family Rental	Under Construction
Fortune Square Block 75.01/Lot 86	3	Family Rental	Under Construction
Brownstones (Yellowbrook/Mumford) Block 75.03/Lots 46, 47, 48.01, 53, 54.01, 56	2	Family Apartments For-Sale/Rental TBD	Under Construction
Cedar Crossing Blocks 75.01; 75.03/Lots 83, 84, 85; 50.01, 69	36	Family-for-Sale Townhomes	Built
Azalea Gardens (Ray Rap) Block 58/Lots 1, 2, 3, 4, 5, 6	2	Family-for-Sale Single-Family Homes	Site Plan Approval 8/3/17
Bonus Credits	23	-	-
Total Credits	99	-	-
RDP Obligation	92	-	-
Unmet Need Units	7	-	-
Unmet Need Obligation* (Third Round - RDP)	221	-	-
Remaining Unmet Need	214	-	-

The remaining unmet need of 214, and the remaining Prior Round unmet need of 264, shall be addressed through the following mechanisms:

The Borough shall maintain the underlying zoning in the areas covered by the AH-1 Overlay Zone, Train Station Overlay Zone, and Design District Overlay Zone permitting residential development at at least the densities specified in those zones in the Borough zoning code current as of the date of execution of this agreement provided that the set-aside provisions shall be revised to be in accordance with the following paragraph and other terms of this Agreement. A map and summary of these zones is provided as Exhibit B.

The Borough shall adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments as set forth below:

Total number of Rental of Sale Units	Minimum Percentage of Affordable Units
10 and under	none
11-25	10%
26-150	15%
151-215	17.5%
216 and over	20%

Developers of 10 units and under will be required to pay the Borough's development fee. Developers of 11 units and above will be required to provide at least 70% of the units required, on site and will have the option to satisfy the remaining obligation with either (a) off-site affordable units OR (b) a Payment In Lieu of such units in accordance with N.J.A.C. 5:93-8.10(c) and N.J.A.C 5:97-6.4(c)3, provided that the Borough will only accept a Payment in Lieu if at the time of application the applicant can demonstrate that the Payment in Lieu will create an equivalent number of new construction or gut rehabilitation affordable units to those that would have been provided on site, which off-site or payment in lieu units, when combined with the on-site units, shall be consistent with the bedroom distribution, very-low-/low-/moderate-income split and all other terms of this Agreement. Off-site affordable units or units to be produced through a Payment in Lieu will be subject to the same phasing requirements in N.J.A.C. 5:93-5.6(d) as on-site units. All applicants for a development of 11 units and above in the Borough will be required to include an Affordable Housing Plan, the form of which shall be finalized by the Borough with the approval of FSHC prior to the final compliance hearing in this matter, as a stand alone document with their applications for any form of land use approval that details how these requirements will be met, and such plan, as may be modified during the land use review process consistent with the terms of this Agreement, shall be part of all approvals of development of 11 units or more in the Borough beginning with the date of the adoption of the ordinance.

The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of eleven or more. The form of the Ordinance shall be finalized prior to final judgment being issued in this matter through collaboration between FSHC, the Special Master, and representatives of the Borough. The Ordinance, beginning with the date of its adoption, shall supersede both the existing 20 percent set-aside ordinance adopted in response to COAH's Second Round substantive certification in §490-153 and the existing 11 percent growth-share ordinance adopted in response to COAH's Third Round rules in Chapter 205, Article II.

9. The Borough will provide a realistic opportunity for the development of affordable housing for the VNA Redevelopment Site through executing a redevelopment agreement with the redeveloper of that site within the time period specified in paragraph 18 which provides for a minimum of 189 total units including on-site family rental affordable units totaling 28, or 15 percent of the total number of units built on the site, whichever is greater, and otherwise in compliance with the terms of this agreement. The mandatory affordable housing set aside ordinance provided for in paragraph 8 shall not apply to the VNA Redevelopment Site which shall instead be governed by the terms of this paragraph. The Borough shall also maintain existing inclusionary zoning on the sites and zones specified in paragraphs 7 and 8.
10. The Borough will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning through the projects referenced in paragraph 6 to meet the Borough's present need obligation. The Borough also will develop a first time home ownership assistance program to provide an opportunity for home ownership in the Borough to at least 50 low and moderate income households by 2025. The program will be funded with development fees collected by the Borough, and the properties involved will be deed restricted. This program will be described in detail as part of the Borough's Housing Element and Fair Share Plan and Spending Plan.

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. 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 describe how it meets the obligation for the projects referenced in this paragraph 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 begin within two 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 describe how it meets the obligation for the projects referenced in this paragraph as part of its Housing Element and Fair Share Plan.

11. The Borough agrees to require 13% of all affordable units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The Borough will describe how it will comply with these requirements as part of its Housing Element and Fair Share Plan, including but not limited to requiring that 13% of all affordable units at the VNA site be very low income family units.
12. The Borough shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Prospective Need in total must be 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 fair share obligation.

13. 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 Latino Action Network, and the Trenton, Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch Branches of the NAACP, the Red Bank Affordable Housing Corporation, Pilgrim Baptist Church, Shiloh Baptist Church, and the Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
14. The Borough agrees to contract with a qualified entity, as soon as practicable but not later than 60 days after the fairness hearing in this matter, in accordance with applicable law, to serve as the Borough-wide administrative agent, to among other things, assist the Borough with its Rehabilitation Program. The administrative agent once contracted with will be responsible for performing the duties specified by N.J.A.C. 5:80-26.14 for all affordable units in the Borough with the exception of units for which contractual agreements exist prior to the date of hiring of the administrative agent for other entities to serve as administrative agents or which are otherwise required to provide affirmative marketing by law.
15. The Borough Administrator and any other Borough staff that he or she may designate agrees to meet regularly, but no less than quarterly, with the Red Bank Affordable Housing Corporation (RBAHC) to update and advise the RBAHC on the status of actions of the Borough in furtherance of this Agreement, and to solicit input regarding housing issues in the Borough. The Borough also agrees to include the RBAHC, the Greater Red Bank Branch of the NAACP, and FSHC on all applicable service and/or distribution lists for notice regarding Borough resolutions, ordinances and other actions that may come before Borough Council or any Borough Board or Agency, that involves housing and housing related issues and the imposition of affordable housing obligations or requirements on Borough projects, including but not limited to providing copies within 10 days to these organizations of any Affordable Housing Plan filed with a development application pursuant to paragraph 11 of this Agreement and any approved Affordable Housing Plan pursuant to paragraph 11 of this Agreement.
16. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. 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 Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough 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 Borough'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 C are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2018, 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.
- d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

17. 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.

18. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Borough shall introduce and adopt an ordinance or ordinances providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

19. 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 adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the 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.

20. The Borough shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Borough, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in 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.
21. 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 the Special Master and FSHC.
22. 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 the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality,

with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.

- 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 municipality has complied with its very low income housing obligation under the terms of this settlement.
23. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
24. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
25. The Borough agrees to pay FSHC's attorneys fees and costs in the amount of \$7,500 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
26. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
27. This 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.

28. 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.
29. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
30. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
37. 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.
38. 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: Leslie G. London, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

Telecopier: (973) 622-7333
Email: llondon@msbnj.com

**WITH A COPY TO THE
MUNICIPAL CLERK:** Pamela Borghi, RMC
90 Monmouth Street
Red Bank, New Jersey 07701

Telecopier: (732) 450-9109
Email: pborghi@redbanknj.org

Please sign below if these terms are acceptable.

Sincerely,


Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

On behalf of the Borough of Red Bank, with the authorization
of the governing body:

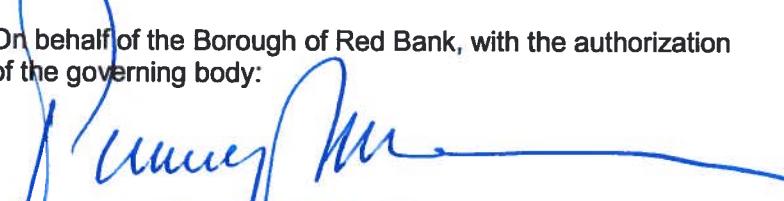

DENNIS MENNA, MAYOR
Dated: 3/13/2019

EXHIBIT A: VACANT LAND ADJUSTMENT

Vacant Land Inventory and Analysis Report

Prepared for:
Borough of Red Bank,
Monmouth County, New Jersey

December 20, 2018

Prepared By:



1460 Route 9 South
Howell, New Jersey 07731
(732) 462-7400



Peter Van den Kooy, PP, AICP
License No. 5918

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INTRODUCTION

Red Bank Borough is seeking to obtain a vacant land adjustment due to the built-out nature of the Borough, and the limitations this puts on attempts to satisfy the Borough's affordable housing obligations. COAH regulations permit municipalities to request an adjustment of their housing need due to lack of available vacant and developable land. According to N.J.A.C. 5:93, "there may be instances where a municipality can exhaust a realistic opportunity for addressing the need for low and moderate income housing." In recognition of the need to provide the opportunity to adjust municipal affordable housing obligations, N.J.A.C. 5:93 outlines standards and procedures for municipalities to demonstrate that a municipal response to its housing obligation is limited by lack of land, water, or sewer. This report outlines the methodology and summarizes the results of the vacant land analysis prepared on behalf of Red Bank Borough by CME Associates.

Red Bank Borough is a "built-out" municipality of 2.162 square miles that consists primarily of medium and high density single and multi-family dwellings, and commercial businesses along the Broad Street, West Front Street and North Jersey Coast Railroad Line Corridors. As such, there is limited vacant and developable land that the Borough can use to provide affordable housing. Nevertheless, the Borough will still actively pursue opportunities to satisfy its constitutional obligation to provide its fair share of affordable housing.

The Borough received substantive certification by COAH in 1987 when it first prepared a vacant land adjustment. In 1997, COAH granted substantive certification for the 1987-1999 first and second round obligation. This generated a rehabilitation obligation, which was certified by COAH in 2005, and an unmet need obligation that the Borough continues to fulfill. The Prior Round obligation is 427. The Borough's Present Need (Rehabilitation) obligation per the May 2016 report prepared by David Kinsey, PhD, PP, FAICP is 129 units, and its 1999-2025 Third Round obligation per Econsult's March 28, 2018 report interpreting Judge Jacobson's opinion is 313 units.

In order to demonstrate the lack of vacant, developable land in Red Bank, the Borough has identified all vacant parcels currently existing within its borders through 2017 data from the Borough Tax Assessor's office, and has listed each parcel on the vacant land inventory table in accordance with N.J.A.C. 5:93-4.2(b) (see Appendix A). An existing land use map for the Borough has been appended to this report as Appendix E in accordance with N.J.A.C. 5:93-4.2(a). A vacant land map depicting vacant properties within the Borough is included as Appendix D.

CME Associates has analyzed the Realistic Development Potential, or RDP, of the remaining vacant lands within the Borough in accordance with the provisions of Subchapter 4 of N.J.A.C. 5:93. This analysis reveals that Red Bank Borough has 10 vacant,

developable sites which yield an RDP of 10 units. However, as discussed further below, Red Bank has also applied credits from existing projects to generate an RDP of 92 units.

PERMITTED EXCLUSIONS

N.J.A.C. 5:93 establishes criteria by which sites, or portions thereof, in a municipal land inventory may be excluded from a municipality's RDP. Environmentally sensitive areas, including flood hazard areas, areas outside of the Sanitary Sewer Service Area (SSA), wetlands, and areas characterized by steep slopes of greater than 15 percent that render a site unsuitable for affordable housing may be excluded from consideration. In addition, small or isolated lots lacking sufficient acreage to generate an affordable housing set-aside as part of an inclusionary development may also be excluded. Per the N.J.A.C. 5:93 regulations, an affordable housing site must be able to accommodate a minimum density of 6 units per acre with a maximum set-aside of 20 percent. Therefore, a site or parcel must be greater than 0.83 acres in order to provide a single affordable unit on that parcel. Vacant lots under development or properties for which site plan approval has been granted may also be excluded. Landlocked parcels or sites with limited or no access may also be excluded from the calculation of the Borough's RDP. Additionally, individual sites may be determined not suitable for low and moderate income housing and may be eliminated from the inventory. Finally, parcels engaged with the Green Acres program may also be excluded.

The vacant land inventory table in Appendix A provides a parcel-by-parcel description of exclusions that have been made pursuant to N.J.A.C. 5:93.

It should be noted that the Borough is permitted to reserve up to three percent of its total developed and developable acreage, less existing active municipal recreation areas, for active municipal recreation and exclude this acreage from consideration as potential sites for low and moderate income housing pursuant to N.J.A.C. 5:93-4.2(e)4. Any such site designated for active recreation in accordance with this section must be purchased and limited to active recreational purposes within one year of substantive certification. Although this calculation has not been completed as part of this analysis, the Borough reserves the right to revise this analysis to complete this calculation.

METHODOLOGY

STANDARD METHODOLOGY ANALYSIS

Per N.J.A.C. 5:93-4.1f, the minimum density to be applied to developable acres is 6 dwelling units per acre. Of the 96 vacant lots in the Borough, 76 are less than 0.83 acres, the minimum lot size necessary to achieve one affordable dwelling unit with a density of 6 dwelling units per acre and affordable set aside of 20%. This analysis includes an examination of adjacent vacant lots in order to determine whether consolidation would achieve a lot size greater than 0.83 acres. Ten of the 96 vacant lots are greater than 0.83 acres but are common elements to multifamily or commercial developments. Eight of

these vacant lots are the sites of existing affordable projects. One is already developed with the Metropolitan Building at 23 Wallace Street. The final remaining vacant lot located at Block 84, Lot 155.01 has the minimum lot size necessary for development (0.9711 acres), but is environmentally constrained by a wetlands area such that only 0.6492 acres are developable (see Appendix F).

SMALL LOT ANALYSIS

Based on the standards as set forth in N.J.A.C. 5:93, the Borough does not have vacant, developable sites to accommodate affordable housing. However, the Borough has reviewed parcels with acreages between 0.33 acres and 0.83 acres as identified by Fair Share Housing Center for their potential to contribute to the Borough's RDP.

Block 14, Lot 16 is a flag lot on the Borough's easterly border with Fair Haven Borough. Due to the lot's configuration, any development would be constructed directly behind an existing, single-family home, and as such, this lot has been excluded from this additional RDP calculation. Block 29, Lot 24, as noted above, is developed with the Metropolitan Building, which was approved in 2005 and fully constructed by 2009, and is the subject of further analysis below. Lot 27 in Block 39 and Lot 143 in Block 84 are environmentally constrained such that the developable acreage is less than 0.33 acres. Constrained areas were comprised of wetlands and special flood hazard areas.

The remaining four lots identified by Fair Share Housing Center (Block 9.01, Lot 6.01; Block 27, Lot 8.01; Block 84, Lot 42; and Block 97, Lot 57) are developable, although we note that Lot 8.01 in Block 27 is owned by Meridian Health Realty Corporation and is periodically used for construction staging purposes.

Additional small lots were identified by the Borough as part of this analysis. Lot 7 in Block 9.01, though of an insufficient acreage individually, is developable as an adjacent lot to Lot 6.01. Four additional adjacent lots were identified (Lots 20, 21, 22 and 22.01 in Block 97) that have a combined acreage greater than 0.33 acres and are free of environmental constraints. Further, while Lot 155.01 in Block 84 was excluded using the standard methodology as outlined above, its developable acreage of 0.6492 acres falls within the range of this small lot analysis.

A density of 32 dwelling units per acre, consistent with prior approval at the site, has been applied to Lots 6.01 and 7 in Block 9.01. A density of 16 dwelling units per acre, consistent with prevailing zoning, has been applied to Lot 8.01 in Block 27 and Lot 57 in Block 97. A density of 8 dwelling units per acre, consistent with surrounding development, has been applied to Lots 42 and 155.01 in Block 84 and Lots 20, 21, 22, and 22.01 in Block 97. The developable acreage of these 10 lots, at densities of 8, 16, and 32 dwelling units per acre as outlined above, yields an RDP of 10 units (see Appendix B).

It is important to note that the Borough reserves the right to amend the 10-unit RDP calculation if site investigation reveals that environmental constraints are more

substantial than currently calculated on one or more of the 10 lots noted above. As such, the amendments to this portion of the VLA may require an adjustment that increases or decreases the RDP to accurately correspond with the pending Fair Share Plan.

MUNICIPALLY-OWNED PARCEL ANALYSIS

Per the request of the Special Master, municipally-owned properties were reviewed for their potential to contribute to the Borough's RDP. There are 72 Borough-owned parcels. Of those, 44 have an acreage of less than 0.33 acres. Out of the remaining 28 parcels, 15 are the sites of municipal buildings and structures, 7 are part of the Green Acres program, 3 are existing affordable developments, 2 are environmentally constrained by waterbodies and wetlands, and 1 is a preserved natural area. Appendix C outlines the rationale for exclusion for each of these parcels.

EXISTING AFFORDABLE PROJECTS ANALYSIS

In addition to the calculation of vacant land, which yields an RDP of 10 units, this VLA also takes into consideration existing affordable housing projects within the Borough that are being allocated towards the Borough's affordable housing obligations. Fair Share Housing Center has requested that sites designated for the Prior Round in the 2008 Housing Element and Fair Share Plan be applied to the Borough's unmet need obligation, and sites designated for the Third Round in the 2008 Plan be applied to the RDP at a number equal to a set-aside of 20% of the total number of units built or approved. The sites are as follows:

1. **Metropolitan:** Thirty-seven family-for-sale units were approved in 2005 and constructed and occupied without an affordable set-aside. A set-aside of 20% generates an RDP of 8 units.
2. **West Front Street Partners, LLC (55 West Front Street):** The developer is providing a payment-in-lieu for the construction of affordable units. Thirty-five market rate units are under construction at this site. A set-aside of 20% generates an RDP of 7 units.
3. **VNA Redevelopment Site:** A Redevelopment Plan was approved in 2018 for this 2.7-acre site with a density of 70 dwelling units per acre for a total of 189 units. A set-aside of 20% generates an RDP of 38 units.
4. **Cedar Crossing:** Thirty-six family-for-sale units are constructed at this site. A set-aside of 20% generates an RDP of 8 units.
5. **Riverwalk Commons:** Twenty-four family rental units are under construction at this site. A set-aside of 20% generates an RDP of 5 units.
6. **Azalea Gardens (Ray Rap):** Eighteen family-for-sale units are approved for this site. A set-aside of 20% generates an RDP of 4 units.

7. **Brownstones (Yellowbrook/Mumford):** Twenty-two family units are under construction at this site. A set-aside of 20% generates an RDP of 5 units.
8. **Fortune Square:** Thirty-two family rental units are under construction at this site. A set-aside of 20% generates an RDP of 7 units.
9. **Collaborative Support Programs of NJ:** The Borough is claiming 3 supportive/special needs rental units from this site and requests that the 3 units be applied to the Borough's RDP.
10. **Locust Landing:** The Borough is claiming 6 family rental units from this site and is applying them to the Borough's unmet need obligation.
11. **River Street School:** The Borough is claiming 51 age-restricted rental units from this site and is applying them to the Borough's unmet need obligation.
12. **Wesleyan Arms:** The Borough is claiming 60 age-restricted rental units from this site and is applying them to the Borough's unmet need obligation.
13. **Oakland Square (RB Monmouth/RB West):** The Borough is claiming 8 family rental units and 4 community residence units from this site and is applying them to the Borough's unmet need obligation.
14. **RW Rivers Edge:** The Borough is claiming 2 family-for-sale units from this site and is applying them to the Borough's unmet need obligation.
15. **Bergen Square:** The Borough is claiming 10 family-for-sale units from this site and is applying them to the Borough's unmet need obligation.
16. **MW at Red Bank, LLC (Westside Lofts):** The Borough is claiming 10 family rental units from this site and is applying them to the Borough's unmet need obligation.
17. **Popkin:** The Borough is claiming 2 family rental units from this site and is applying them to the Borough's unmet need obligation.
18. **Denholtz:** The Borough is claiming 9 family rental units from this site and is applying them to the Borough's unmet need obligation.
19. **Tudor Village Apartments, LLC:** The Borough is claiming 1 rental unit from this site and is applying them to the Borough's unmet need obligation.

20. Montgomery Terrace/Basie Group: Rehabilitation of existing family units is proposed at this site. The Borough is claiming 40 credits from this site and is applying them to the Borough's present need obligation.

21. Evergreen Terrace: Rehabilitation of existing age-restricted units is proposed at this site. The Borough is claiming 50 credits from this site and is applying them to the Borough's present need obligation.

As noted above, the Borough has applied a set-aside of 20% to affordable development sites proposed for the Third Round based on the 2008 Housing Element and Fair Share Plan, previously approved projects without a set-aside, and emergent projects. These sites generate an RDP of 82 units.

Rehabilitation is proposed at the existing Montgomery Terrace Apartments and Evergreen Terrace Apartments. These sites contribute to the Borough's present need obligation.

The remaining sites were designated as Prior Round sites in the 2008 Plan or fall in the Prior Round Overlay. These sites contribute to the Borough's unmet need obligation.

It is important to note that the Borough reserves the right to amend the RDP calculation approach and projects that comprise the 82-unit RDP calculation and the unmet need calculation above through the course of work on the Housing Element and Fair Share Plan, in order to reflect any changes in the status of these projects, and/or any changes in applicable regulations, policies or court decisions that are pertinent to the Borough. As such, the amendments to this portion of the VLA may require an adjustment that increases or decreases the RDP to accurately correspond with the pending Fair Share Plan.

SUMMARY & CONCLUSION

The vacant land analysis conducted herein reveals that Red Bank Borough does not have sufficient acreage to accommodate its Third Round obligation of 313 units. After following the procedures for a vacant land adjustment, pursuant to N.J.A.C. 5:93, it has been determined that Red Bank Borough has a Realistic Development Potential of 10 units based on vacant land. When incorporating the RDP of existing development projects, the Borough's RDP is an additional 82 units, pending the update of the Fair Share Plan as noted above. The total RDP is therefore 92 units. The remaining obligations from the Prior Round and Third Round shall be subsumed by the Borough's unmet need obligation.

APPENDICES

APPENDIX A
Vacant Land Inventory Table

VACANT PARCELS						
BLOCK	LOT	PROPERTY LOCATION	PROPERTY OWNER	OWNER ADDRESS	TOTAL ACREAGE	COMMENTS
4	4	8 BURGE AVE	MALETTI, PHILIP A	41 N BRIDGE AVE, RED BANK, NJ, 07701	0.1492	Insufficient acreage
4,01		363-65 N BRIDGE AVE	63-65 NORTH BRIDGE AVENUE LLC	183 RIVERSIDE AVENUE, RED BANK, NJ, 07701	0.1492	Insufficient acreage
5	9,01	138 BODMAN PL	TWO RIVER MANAGEMENT	360 BROADWAY, KEYPORT, NJ, 07735	0.2792	Insufficient acreage
7	2	2 BODMAN PL	100 MARKET YARD, FREEFIELD, NJ, 07728	0.41	Common Element	
7	8	8 68 W FRONT ST	MARAVISTA CONDO ASSOC %IDEAL MGMT	PO BOX 730, OAKHURST, NJ, 07755	1.28	Common Element
9,01	6,01	6,16 W FRONT ST REAR	THE BLUFFS CONDO ASSOC %TOWN&COUNTR	711 STONYCROFT AVE, RED BANK, NJ, 07701	0.551	Common Element
9,01	7	7 22 W FRONT ST REAR	KHONVANIAN AT THE MONARCH LLC	110 FIELDERST AVENUE, EDISON, NJ, 08837	0.4602	Developable (Site Plan Approval 2007)
13	1,01	1,01 VISTA PL	325 ADAMS SKHOF @ MONARCH % RICHMAN	110 FIELDERST AVENUE, EDISON, NJ, 08837	0.4626	Developable as adjacent lot
13	25	25 ALSTON CT	FARBER, WILLIAM A & JANICE M	9 VISTA PLACE, RED BANK, NJ, 07701	0.1814	Insufficient acreage
13,01	13,01	13,01 E FRONT ST	LUMISH, STAN & ROSEMAN ANN LYNN	6 ALSTON CT., RED BANK, NJ, 07701	0.2503	Insufficient acreage
13,02	43,01	56 HADDON PARK	SIMS, JAMES & SUELLEN	10 HARRIS PARK, RED BANK, NJ, 07701	0.0146	Insufficient acreage
			LAMARCA, ARLENE	56 HADDON PARK, RED BANK, NJ, 07701	0.2296	Insufficient acreage
					0.2296	Insufficient acreage
14	16	16 39 HARRISON AVE	VON BLASINGAME, Gwendolyn GREENE	43 W 39 ST - #1, NEW YORK, NY, 10025	0.4859	Flag lot on Fair Haven border, development would be directly behind existing single-family home; not in character with the surrounding density
16	12,02	12,02 55 PROSPECT AVE	COURTYARD OF RED BANK CONDO ASSOC	285 HIGHWAY 36, SUITE 209, WEST LONG BRANCH, NJ, 07764	0.108	Insufficient acreage
27	8,01	8,01 60 E FRONT ST	MERIDIAN HEALTH REALTY CORPORATION	81-01 DAVIS AVENUE, NEPTUNE, NJ, 07753	0.7608	Developable
27	11	11 80 E FRONT ST	GRIFFITH PROPERTY CONSULTING LLC	P.O. BOX 133, HOLMDEL, NJ, 07733	0.1788	Insufficient acreage
27	20,02	20,02 65 MECHANIC ST	RIVERVIEW PROF. PLAZA CONDO ASSOC.	831 TENNENT ROAD, MANALAPAN, NJ, 07726	0.8738	Common Element
29	5,01	5,01 24 MECHANIC ST	RIVERWALK COMMONS RED BANK LLC	200 RIVERFRONT BOULEVARD, LIMWOOD PARK, NJ, 07407	0.4477	Riverwalk Commons - 2 Affordable Units
29	24	24 23 WALLACE ST	WALLACE STREET PARTNERS LLC SITE 301	%SURVEY SITE MGMT 1806 HWY 35, OAKHURST, NJ, 07755	1.04	Developed - Metropolitan Building constructed in 2007
30	30	10,01-15 W FRONT ST	WESTFRONT STREET PARTNERS, LLC	8 SHABOT 1146 ELBERON AVE., ELBERON, NJ, 07740	0.0833	West Front Partners, LLC - Developers Fee
32	23	23 29 PEARL ST	29 PEARL ST, LLC	170 MONMOUTH STREET, RED BANK, NJ, 07701	0.1399	Insufficient acreage
36	23,01	23,01 70 MONMOUTH ST	IMHI REALTY, LLC	122 MYRTLE AVE, LONG BRANCH, NJ, 07740	0.2369	Popkin - 4 Affordable Units
39	18,01	18,01 40 FOREST AVE	RICCI, JOHN JR	54 SHREWSBURY AVENUE, RED BANK, NJ, 07701	0.062	Insufficient acreage
39	27	27 46 SHREWSBURY AVE	PERKINS LIMITED, LLC	PO BOX 2, HIGHLANDS, NJ, 07732	0.0735	Environmentally Constrained (0.3125 developable acres)
39	33	33 SHREWSBURY AVE	CIOLA, DONALD	185 US HWY 4W, FAIRFIELD, NJ, 07004	0.0754	Insufficient acreage
41	5	5 84 OAKLAND ST	OUTDOOR SYSTEMS, INC	165 MONMOUTH STREET, RED BANK, NJ, 07701	0.2896	Insufficient acreage
42	19,01	19,01 76 OAKLAND ST	G. S. REALTY CORP	3590 U.S. HIGHWAY 9 SOUTH, OLD BRIDGE, NJ, 08857	0.3329	Oakland Square - 12 Affordable Units
48	37,29	37,29 LINDEN PL	DOWNTOWN INVESTORS V, LLC	73 BRIDGE ST., 2ND FLOOR, RED BANK, NJ, 07701	0.0799	Insufficient acreage
48	38	38 27 LINDEN PL	DOWNTOWN INVESTORS V, LLC	73 BRIDGE ST., 2ND FLOOR, RED BANK, NJ, 07701	0.1147	Insufficient acreage
52	20	20 LOT 16, 17, 18, 19	KUHART TOWNSEND VOCATURO CHARBO	5565 MCLAREN ST, RED BANK, NJ, 07701	0.0346	Insufficient acreage
52	23	23 WILLIAM ST	HERBERT, FRANCIS J & ELIZ K	61 WILLIAM ST., RED BANK, NJ, 07701	0.1515	Insufficient acreage
52	35,02	35,02 WILLIAM ST	MANOR EAST CONDO	PO BOX 757, RED BANK, NJ, 07701	2.47	Common Element
52	74	74 REAR LOT	UNKNOWN	REAR LOT, RED BANK, NJ, 07701	0.078	Insufficient acreage
52,01	1	1 TOWER HILL DR	TOWER HILL CONDO ASSOC	100 MARKET YARD, FREEFIELD, NJ, 07701	33.959	Common Element
53	17,01	17,01 44-46 MARION ST	MARION COURTS CONDOMINIUM ASSOC	%UBE INC-1 WILLOW POND DR, HOWELL, NJ, 07731	0.4995	Common Element
54	3,01	3,01 JOHN ST	SANCHEZ, DANIEL & YAHARA, MARY A	16 101 STREET, RED BANK, NJ, 07701	0.043	Insufficient acreage
55	19	19 REAR 82 HARRISON AVE	LETTIERI, STEPHEN N	85 HARRISON AVE, RED BANK, NJ, 07702	0.2112	Insufficient acreage
57	1	1 HUNDR'D AVE	DMYER, GLYNN J.	39 IUDSON AVE., RED BANK, NJ, 07701	0.1121	Insufficient acreage
58	28-33	28-33 HARDING RD	VICTORIAN APARTMENTS, LLC	P.O. BOX 6287, FAIR HAVEN, NJ, 07704	0.1191	Azalea Gardens (Ray Rap) - 2 Affordable Units
62	1,75	1,75 OAKLAND ST	WRIGHT T. LEFRAY	83 WEST STREET, RED BANK, NJ, 07701	0.1148	Insufficient acreage
63	10	10 116-118 CHESTNUT ST	120 CENTENNIAL AVE PROPERTIES LP	165 WATER ST, PERTH AMBOY, NJ, 08861	0.1564	Denholtz - 9 Affordable Units
65	8,02	8,02 116-118 CHESTNUT ST	O'NEILL, EDWARD JR & RACHEL CHRISTINE	185 WATER ST, PERTH AMBOY, NJ, 08861	0.1095	Denholtz - 9 Affordable Units
67	3,02	3,02 116-118 CHESTNUT ST	SODEN, ALAN SR.	40 HERBERT ST., RED BANK, NJ, 07701	0.0907	Insufficient acreage
69	10	10 191-193 SHREWSBURY AVE	WILKE PROPERTIES LLC	107 HERBERT ST., RED BANK, NJ, 07701	0.1113	Insufficient acreage
70	5	5 116-118 CHESTNUT ST	REINKE, LYNN	159 MONMOUTH ST., RED BANK, NJ, 07701	0.1928	Insufficient acreage
71	1,01	1,01 116-118 CHESTNUT ST	LOCUST LANDING URBAN RENOVATION ASSOC	112 CATHERINE STREET, RED BANK, NJ, 07701	0.0976	Insufficient acreage
72	10	10 102 LEIGHTON AVE	RONKO DEVELOPERS, INC.	P.O. BOX 3709, PRINCETON, NJ, 08543	1.0733	Locust Landing - 6 Affordable Units
73	16	16 RIVER ST	YELLOW BROOK PROPERTY CO., LLC	P.O. BOX B, MANALAPAN, NJ, 07726	0.1019	Insufficient acreage
73	17	17 RIVER ST	MATRIX II, LLC	247 SHREWSBURY AVENUE, RED BANK, NJ, 07701	0.1274	Insufficient acreage
75	95	95 76 DIS JAMES PARKER BLVD.	GAMBACORTO, ALAN & LAURA	247 SHREWSBURY AVENUE, RED BANK, NJ, 07701	0.1205	Insufficient acreage
75	175	175 26 DIS JAMES PARKER BLVD.	WEST, ROBERT JR & BARBARA	206 COUNTY ROAD, CLIFFWOOD, NJ, 07721	0.1302	Insufficient acreage
75,01	86,02	86,02 92 DIS JAMES PARKER BLVD.	FORTUNE SQUARE LLC	130 MAPLE AVE, PENTHOUSE, RED BANK, NJ, 07701	0.827	Fortune Square - 3 Units
75,02	144,01	144,01 130 MAPLE AVE	COURTS OF RED BANK CONDO ASSOC	PO BOX 2037, RED BANK, NJ, 07701	2.28	Common Element
75,03	56	56 RIVER ST	CHRISTMAN, JR & CHRISTMAN I&C	Brownstones (Yellowbrook/Muniford) - 2 Affordable Units	0.1481	

75.05	22	16 LEONARD ST	SHARKEY, WILLIAM & SHIRLEY	16 LEONARD ST, RED BANK, NJ, 07701	0.1148	Insufficient acreage
76	1.01	1 HENRY ST	YOKODIC, VILDANA NAZIM	230 KENTUCKY WAY, FREEHOLD, NJ, 07728	0.0379	Insufficient acreage
76	2.02	232 3/4 BEAR ST	DUNBAR, DIANNE ANITA	40 LYNN DR, NEPTUNE, NJ, 07754	0.0514	Insufficient acreage
77	3	263 SHREWSBURY AVE	VINCENT, ODESSA F	1150B HABITAT RUN TERRACE, SILVER SPRING, MD, 20904	0.0413	Insufficient acreage
78	4.01	111 RIVER ST	HOME & LAND DEVELOPMENT CORP	16A BELLEVUE AVE, RUMSON, NJ, 07760	0.1058	Insufficient acreage
78	4.02	113 RIVER ST	HOME & LAND DEVELOPMENT CORP	16A BELLEVUE AVE, RUMSON, NJ, 07760	0.1058	Insufficient acreage
78	20.03	BANK ST	FISHER, ELLEN M.	28 BANK ST, RED BANK, NJ, 07701	0.1087	Insufficient acreage
79	24	180 DRS JAMES PARKER BLVD	RED BANK SHREWSBURY AVENUE, L.L.C.	410 PINE STREET, RED BANK, NJ, 07701	0.0482	Insufficient acreage
80	11	LEGITITON AVE	SSPF, LLC	15 CHRISTIE LANE, FREEHOLD, NJ, 07728	0.1462	Insufficient acreage
84	1.03	1 CHAIN PL	YELLOW BROOK PROPERTY CO., LLC	247 SHREWSBURY AVENUE, RED BANK, NJ, 07701	0.1564	Insufficient acreage
84	4.21	16 MUNSON PL	BUSHUAER, MARK P. & KIM F	16 MUNSON PL, RED BANK, NJ, 07701	0.3329	Developable (0.3399 developable acres)
84	14.31	W. WESTSIDE AVE	DYRNE, SUSAN	129 WEST WESTSIDE AVENUE, RED BANK, NJ, 07701	0.3547	Environmentally Constrained (0.2332 developable acres)
84	155.01	148 NEWMAN SPRINGS RD	KHERR, VIRINDER S & BALVINDER GILL	P.O. BOX 2325, RED BANK, NJ, 07701	0.9711	Developable (0.6492 developable acres)
88	5.01	169 WESTSIDE	HOME & LAND DEVELOPMENT CORP	16A BELLEVUE AVE, RUMSON, NJ, 07760	0.1033	Insufficient acreage
87	17	156 NEWMAN SPRINGS RD	AMEND, VIRGINIA	248 HIEFERS MILL RD, LITTLE SILVER, NJ, 07722	0.0769	Insufficient acreage
90	6	61 DRS JAMES PARKER BLVD	KEARNEY, ALVIN B. & JEANETTE R.	201 DR. JAMES PARKER BLVD, RED BANK, NJ, 07701	0.1274	Insufficient acreage
90	13	177 DRS JAMES PARKER BLVD	DMC, LLC	14 OSPREY LANE, RUMSON, NJ, 07760	0.0861	Insufficient acreage
90	15	288 SHREWSBURY AVE	DMC, LLC	P.O. BOX 280, RED BANK, NJ, 07701	0.188	Insufficient acreage
91	6.06	BRIDGE AVE	WALKER, JACQUELINE A	280 BRIDGE AVE, RED BANK, NJ, 07701	0.0861	Insufficient acreage
93	10	21 DLUIMMORD AVE	HOWELL, WARREN	22 DLUIMMORD AVE, RED BANK, NJ, 07701	0.0918	Insufficient acreage
96	6.04	21 WILLOW ST	MOE, PAUL	33 HOLLYWOOD AVENUE, LEONARDO, NJ, 07737	0.0925	Insufficient acreage
97	20	28 WILLOW ST	DUCKWORTH, ROBERT W	40 WILLOW STREET, RED BANK, NJ, 07701	0.1309	Developable adjacent lots
97	21	26 WILLOW ST	SSS REALTY, LLC	40 WILLOW STREET, RED BANK, NJ, 07701	0.1377	Developable adjacent lots
97	22	20 WILLOW ST	SSS REALTY, LLC	40 WILLOW STREET, RED BANK, NJ, 07701	0.0689	Developable adjacent lots
97	22.01	24 WILLOW ST	SSS REALTY, LLC	40 WILLOW STREET, RED BANK, NJ, 07701	0.0689	Developable adjacent lots
97	57	PEARL ST	SSS REALTY, LLC	64 CENTRAL AVE PRR 226, RED BANK, NJ, 07701	0.3495	Developable
100	4	245 MAPLE AVE	MERLO, THOMAS	545 RT. 9, BAYVILLE, NJ, 08721	0.1212	Insufficient acreage
103	12.01	21 LEROY PL	LEROTY PLACE CONDO ASSOCIATION	%GARFINE-340 SUNSET AVE, OCEAN, NJ (STE 21), 07712	0.2616	Insufficient acreage
103	13	17-19 LEROY PL	LEROTY PLACE CONDO ASSOC	%MULLANEY-265 HIGHWAY 36, W LONG BRANCH, NJ, 07764	0.2673	Insufficient acreage
105	21.01	177-179 BROAD ST	177 BROAD STREET OFFICE CONDO	%CHIANG CIOH-177 BROAD ST, RED BANK, NJ, 07701	0.241	Insufficient acreage
105	3	TOWER HILL AVE	DAMM, MATTHEW & KATHERINE H	157 HARDING ROAD, RED BANK, NJ, 07701	0.0521	Insufficient acreage
110	5.01	283 293 SPRING ST	SPRINGVIEW GARDENS CONDO ASSOC	%BAM FINANCIAL - BOX 6863, MONROE, NJ, 08831	1.9442	Common Element
110	7.02	301-321 SPRING ST	HILLTOP TERRACE CONDOMINIUM ASSOC	560 MAIN ST, SUITE 2G, ALLENBURST, NJ, 07711	2.3829	Common Element
110	10.02	201 AMBASSADOR DRIVE	SUNRISE AT ELMRIDGE CONDO ASSOC	%BERNOV PROP MGMT, POB 396, LINCROFT, NJ, 07738	7.6	Common Element
114	37.01	PINCKNEY RD	CHAMPOLI, GERALD M & ANNA E.	118 PINCKNEY RD, RED BANK, NJ, 07701	0.1274	Insufficient acreage
114	43	REAR 100 PINCKNEY RD	RAINVILLE, RAYMOND R. & PATRICIA	92 PINCKNEY ROAD, RED BANK, NJ, 07701	0.1033	Insufficient acreage
115	15	132-142 SOUTH ST	MADISON COMMONS RE/MONTICELLO MGMT	943 HIGHWAY 34, MATAWAN, NJ, 07747	0.9078	Common Element
115	20	PINCKNEY RD	PINCKNEY CONDOMINIUM ASSOC INC	265 HIGHWAY 36, SUITE 209, WEST LONG BRANCH, NJ, 07754	0.8012	Common Element
117	6	GRANT PL	ROLLE, RICHARD C.	21 GRANT PL, RED BANK, NJ, 07701	0.0803	Insufficient acreage
119	34	GRANT PL	LAFFERTY, KAREN	24 SHREWSBURY DRIVE, MONMOUTH BEACH, NJ, 07750	0.1377	Insufficient acreage

APPENDIX B

Potential Developable Parcels Table

BLOCK	LOT	PROPERTY LOCATION	PROPERTY OWNER	DEVELOPABLE PARCELS		TOTAL ACREAGE	DEVELOPABLE ACREAGE	COMMENTS
				OWNER ADDRESS	DUPLICATED ACREAGE			
901	6.01	16 W FRONT ST REAR	KHOVANIAN AT THE MONARCH LLC	110 FIELDST AVENUE, EDISON, NJ 08837		0.4602	0.4602	Developable (Site Plan Approval 2027)
901	7	22 W FRONT ST REAR	375 ADAMS %KHOKH @ MONARCH-% RICHMAN	110 FIELDST AVENUE, EDISON, NJ 08837		0.1026	0.1026	Developable 35' adjacent lot (Density 32 du/acre)
27	8.01	601 FRONT ST	MERIDIAN HEALTH REALTY CORPORATION	81-01 DAVIS AVENUE, NEPTUNE, NJ 07753		0.7608	0.7608	Developable* (Density 16 du/acre)
84	42	16 MANSION PL	BUSHAUER, MARK P & KIM F	16 MANSION PL, RED BANK, NJ 07701		0.3329	0.3299	Developable (Density 8 du/acre)
84	155.01	148 NEWMAN SPRINGS RD	KHERA, VIRINDER P & BALVINDER GILL	P.O. BOX 2325, RED BANK, NJ 07701		0.9711	0.6492	Developable (Density 8 du/acre)
97	20	28 WILLOW ST	DUCKWORTH, ROBERT W	40 WILLOW STREET, RED BANK, NJ 07701		0.1309	0.1309	Developable adjacent lots
97	21	26 WILLOW ST	SSS REALTY LLC	40 WILLOW STREET, RED BANK, NJ 07701		0.1377	0.1377	(Density 8 du/acre)
97	22.01	20 WILLOW ST	SSS REALTY, LLC	40 WILLOW STREET, RED BANK, NJ 07701		0.0689	0.0689	
97	22.01	24 WILLOW ST	SSS REALTY, LLC	40 WILLOW STREET, RED BANK, NJ 07701		0.0689	0.0689	
97	57	PEARL ST	SSS REALTY, LLC	60 CENTRAL AVE POD 2126, RED BANK, NJ 07701		0.3495	0.3495	Developable (Density 16 du/acre)
				Total acreage		3.056	3.056	
				Realistic Development Potential (@ DU/A)		46.3556	46.3556	
				Affordable Units @ 20% Set-Aside		10	10	

*This lot is periodically used for construction staging for Riverview Medical Center. Although the lot has been included in the RDP calculation, we note that it may not be available for the construction of affordable housing.

APPENDIX C

Municipally-Owned Parcel Analysis Table

MUNICIPALLY-OWNED PARCEL ANALYSIS

BLOCK	LOT	PROPERTY LOCATION	PROPERTY OWNER	FACILITY NAME	TOTAL ACREAGE	COMMENTS
3	1.02	BODMAN PL	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.229	Insufficient acreage
6.01	1	130 RIVERSIDE AVE	BOROUGH OF RED BANK	50 MONMOUTH ST, RED BANK, NJ 07701	0.156	Insufficient acreage
8	1	1 MAPLE AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.251	Insufficient acreage/Green Acres
8	8	1.02 END OF MARIE AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.144	Insufficient acreage
8	4.02	90 W FRONT ST	RED BANK BORO	90 MONMOUTH ST, RED BANK, NJ 07701	0.148	Insufficient acreage/Green Acres
8	4.03	WEST FRONT ST	RED BANK BOROUGH	90 MONMOUTH ST, RED BANK, NJ 07701	0.296	Insufficient acreage
8	5	84 W FRONT ST	RED BANK BOROUGH	84 W FRONT STREET, RED BANK, NJ 07701	0.146	Municipal Facility (Library)
8	8	10 58 W FRONT ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.484	Green Acres
8	8	11 50 W FRONT ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.691	Green Acres
8	8	12 42 W FRONT ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.067	Insufficient acreage/Green Acres
9	5	MARINE PARK	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	2.2	Green Acres
9.01	25.01	WHARF AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.087	Insufficient acreage
11	16	HUBBARD PARK	BOROUGH OF RED BANK	HUBBARD PARK	0.043	Insufficient acreage
15.01	16.01	34 HARRISON AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.279	Green Acres
15.01	24	47 MARION ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.086	Insufficient acreage/Municipal Facility [Fire House]
15.01	26.01	41 MARION ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.086	Insufficient acreage/Green Acres
15.01	27.03	37 MARION ST	WATER WORKS	90 MONMOUTH ST, RED BANK, NJ 07701	0.138	Insufficient acreage
27	1.01	26 32 E FRONT ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.112	Insufficient acreage
28	3.03	MECHANIC ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	1.8	Municipal Facility (Parking)
28	9	42 MECHANIC ST	NAVESINK HOOK & LADDER CO	9 MECHANIC ST, RED BANK, NJ 07701	0.015	Insufficient acreage
29	9.42	42 MECHANIC ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.062	Insufficient acreage/Municipal Facility [Fire House]
29	20	43 WALLACE ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.258	Insufficient acreage
29	22	01 41 WALLACE ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.112	Insufficient acreage
30.01	37	WHITE ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.683	Municipal Facility (Parking)
30.01	39	EMANUEL COURT	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.102	Insufficient acreage
30.01	40	EMANUEL COURT	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.13	Insufficient acreage
30.01	41	EMANUEL COURT	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.149	Insufficient acreage
31	2.01	75 79 WHITE ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.143	Insufficient acreage
31	4.01	RIGHT OF WAY	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	2.29	Municipal Facility (Parking)
32	12.01	90 MONMOUTH ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.066	Insufficient acreage
37.02	1	BRIDGE MONMOUTH GRANT	BOROUGH OF RED BANK	MUNICIPAL COMPLEX	1.44	Municipal Facility (Police Department)
39	1.01	1C0 LOCUST AVE	BOROUGH OF RED BANK	VACANT LAND	0.117	Insufficient acreage
39	23	80 SHREWSBURY AVE	BOROUGH OF RED BANK	PARK	1.251	Bellavista Nature Area
39	24	80 SHREWSBURY AVE	BOROUGH OF RED BANK	SENIOR CENTER	0.279	Insufficient acreage/Municipal Facility (Senior Center)
48	7.01	38 WALLACE ST	BOROUGH OF RED BANK	SENIOR CENTER	0.978	Municipal Facility (Senior Center)
49	1	140 LINDEN PL	BOROUGH OF RED BANK	PARKING AREAS	0.686	Municipal Facility (Parking)
49	49	2.01 LINDEN PL	BOROUGH OF RED BANK	VACANT LAND	0.113	Insufficient acreage
52.03	1	151 SPRING ST	BOROUGH OF RED BANK FIRST AID SQUAD	ADMINISTRATIVE BLDG.	0.016	Insufficient acreage
52.04	6	PROSPECT AVE	BOROUGH OF RED BANK	RESCUE SQUAD	0.051	Municipal Facility (First Aid Squad)
52.04	7	HILLTOP TERRACE	BOROUGH OF RED BANK	RESERVOIR	0.76	Municipal Facility (Reservoir)
54	9.38	WINNWARD WAY REAR	BOROUGH OF RED BANK	VACANT LAND	1.75	Municipal Facility (Reservoir)
67	28.01	EARL ST	BOROUGH OF RED BANK	VACANT LAND	0.14	Insufficient acreage
71	5	222 RIVER ST	BOARD OF EDUCATION RED BANK	SCHOOL	0.032	Insufficient acreage
75	17.1	85 CHESTNUT ST	BOROUGH OF RED BANK	76 BRANCH AVE, RED BANK, NJ 07701	1.97	Municipal Facility (School)
75.02	170.01	75 CHESTNUT ST	BOROUGH OF RED BANK	85 CHESTNUT STREET, RED BANK, NJ 07701	79.75	Insufficient acreage
77	22	138 DRS JAMES PARKER BLVD	BOROUGH OF RED BANK %CT BASIE CENT	90 MONMOUTH ST, RED BANK, NJ 07701	1.5	Municipal Facility (Public Works)
79	23	270 SHREWSBURY AVE	BOROUGH OF RED BANK	138 DRS JAMES PARKER BLVD, RED BANK, NJ 07701	0.115	Insufficient acreage
82	1.04	213 1/2 RIVER ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.158	Insufficient acreage
84	1.02	CHAPIN PL	BOROUGH OF RED BANK	TAX LIEN FORECLOSURE	0.041	Municipal Facility (Recycling Center)
84	1.04	CHAPIN AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	6.44	Environmentally Constrained (0 developable acres)
84	1.06	CHAPIN AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	0.138	Insufficient acreage
84	1.07	CHAPIN AVE	BOROUGH OF RED BANK	VACANT LAND	0.11	Insufficient acreage
84	62	NEWMAN SPRINGS RD	BOROUGH OF RED BANK	PUMPING STATION	0.112	Insufficient acreage
84	64	SUNSET AVE	BOROUGH OF RED BANK	ADMINISTRATIVE BLDG.	8.55	Municipal Facility (Recycling Center)
84	66	DRS JAMES PARKER BLVD	BOROUGH OF RED BANK	VACANT LAND	0.516	Green Acres
84	66.01	285 DRS JAMES PARKER BLVD	BOROUGH OF RED BANK	VACANT LAND	0.075	Insufficient acreage/Green Acres
84	66.02	283 DRS JAMES PARKER BLVD	BOROUGH OF RED BANK	CREMATORIUM	0.248	Insufficient acreage/Green Acres
84	66.03	281 DRS JAMES PARKER BLVD	BOROUGH OF RED BANK	VACANT LAND	0.12	Insufficient acreage/Green Acres
84	67	DRS JAMES PARKER BLVD	BOROUGH OF RED BANK	VACANT LAND	0.18	Insufficient acreage/Green Acres

84	69	RIGHT OF WAY	BOROUGH OF RED BANK	RIGHT OF WAY	VACANT LAND	0.082 [Insufficient acreage]
	70.02	DTS J PARKER BLV & TILTON	BOROUGH OF RED BANK-HOUSING AUTH	%M HARRISON - PO BOX 2158	PUBLIC HOUSING	0.001 Existing Affordable Housing (Montgomery Terrace)
84.01	76.01	DTS JAMES PARKER BLVD	BOROUGH OF RED BANK-HOUSING AUTH	%M HARRISON - PO BOX 2158	PUBLIC HOUSING	0.002 Existing Affordable Housing (Montgomery Terrace)
84.01	99	SUNSET AVE	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	0.052 Insufficient acreage
87	19.01	261 LEIGHTON AVE	BOROUGH OF RED BANK WEST SIDE HOSE	261 LEIGHTON AVE, RED BANK, NJ 07701	FIRE HOUSE	0.414 Municipal Facility/Fire House
90	21.01	DTS JAMES PARKER BLVD	BOROUGH OF RED BANK-HOUSING AUTH	%M HARRISON - PO BOX 2158	PUBLIC HOUSING	2.6 Existing Affordable Housing (Evergreen Terrace)
97	31.01	RIGHT OF WAY CENT	BOROUGH OF RED BANK	RIGHT OF WAY - PO BOX 2158	RIGHT OF WAY	0.202 Insufficient acreage
	38	HENRY ST & MOHAWK LA	BOROUGH OF RED BANK	HENRY & MOHAWK LAKE	LAKE	3.82 Environmentally Constrained (0 developable acres)
97.01	40	11 HENRY ST	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	PARK	8.04 Green Acres
97.01	41	DTS JAMES PARKER BLVD	BOARD OF EDUCATION BORO OF RED BANK	76 BRANCH AVE, RED BANK, NJ 07701	PARK	6.39 Green Acres
97.01	57	DTS JAMES PARKER BLVD	BOROUGH OF RED BANK	90 MONMOUTH ST, RED BANK, NJ 07701	VACANT LAND	0.265 Insufficient acreage/Green Acres
108	1	101 HARDING RD	BOARD OF EDUCATION - RED BANK	76 BRANCH AVE, RED BANK, NJ 07701	SCHOOLS	6.18 Municipal Facility (School)
108	2	113 HARDING RD	BOARD OF EDUCATION - RED BANK	56 BRANCH AVE, RED BANK, NJ 07701	SCHOOLS	0.133 Insufficient acreage/Municipal Facility (School)

APPENDIX D

Vacant Land Map

draft

VACANT LAND MAP

RED BANK, N.J.



VACANT LAND
ADJUSTMENT

RED BANK BOROUGH
MONMOUTH COUNTY
NEW JERSEY

Legend

Analysis Criteria

- Common Element
- Developable
- Developed
- Development Project
- Environmentally Constrained
- Incompatible Land Use
- Insufficient Acreage
- Municipal Boundary

Source: NJDEP, NJGIN



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

WWW.CMEUSAL.COM

DATE 1/10/2018	SCALE 1 in = 1,500 feet	LAST REVISED 7/18/2018	CREATED BY JB
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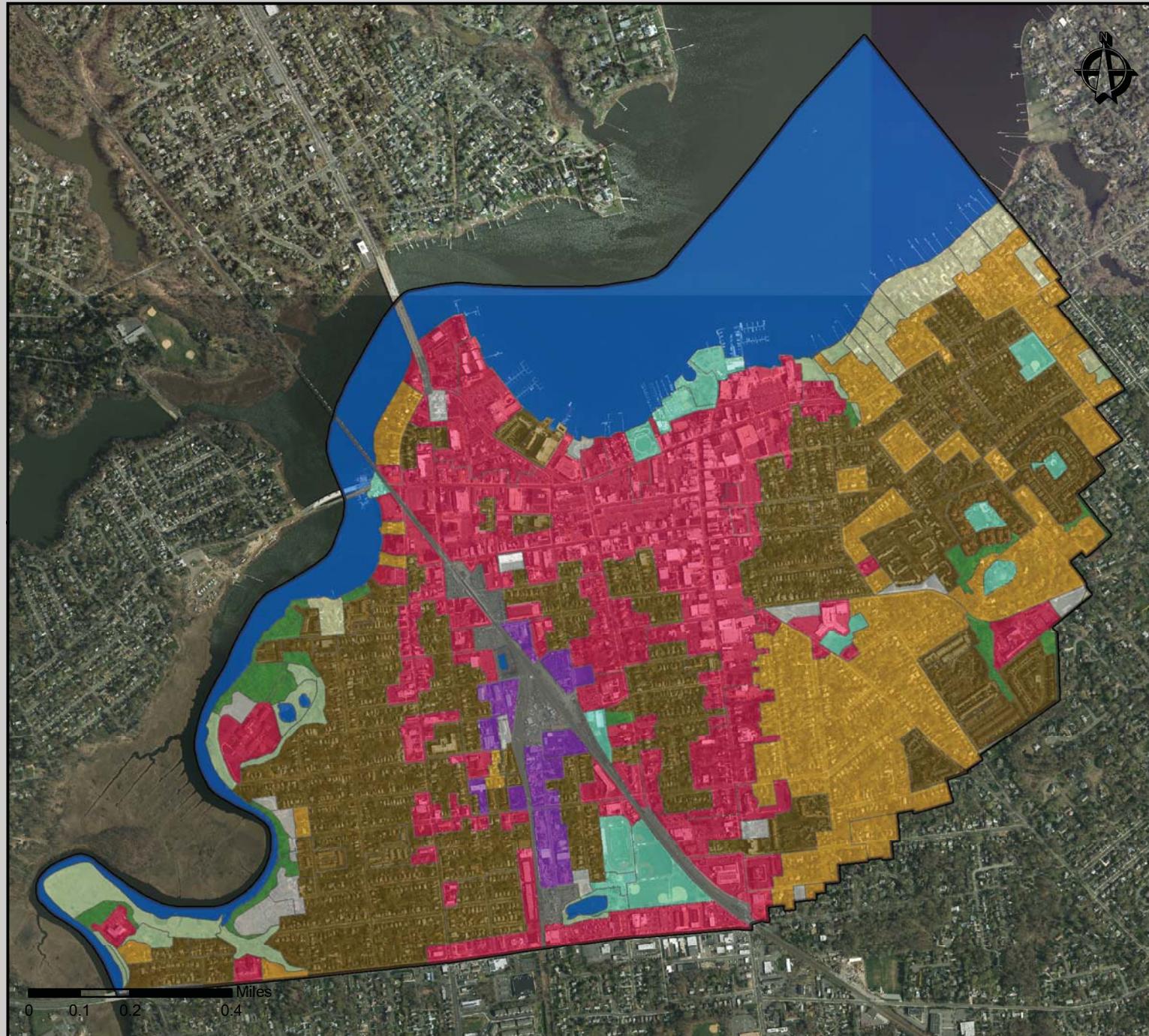
APPENDIX E

Existing Land Use Map

draft

EXISTING LAND USE MAP

RED BANK, N.J.



VACANT LAND ADJUSTMENT

RED BANK BOROUGH
MONMOUTH COUNTY
NEW JERSEY

Legend

- Residential, Low Density
- Residential, Medium Density
- Residential, High Density
- Commercial
- Industrial
- Other Urban
- Transportation and Utilities
- Recreational Land
- Shrub and伍ded Land
- Wetlands
- Waterbodies
- Municipal Boundary

Source: NJGIN, NJDEP



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.CMEUSA.COM

DATE	SCALE	LAST REVISED	CREATED BY
12/28/2017	1 in = 1,500 feet	N/A	JB

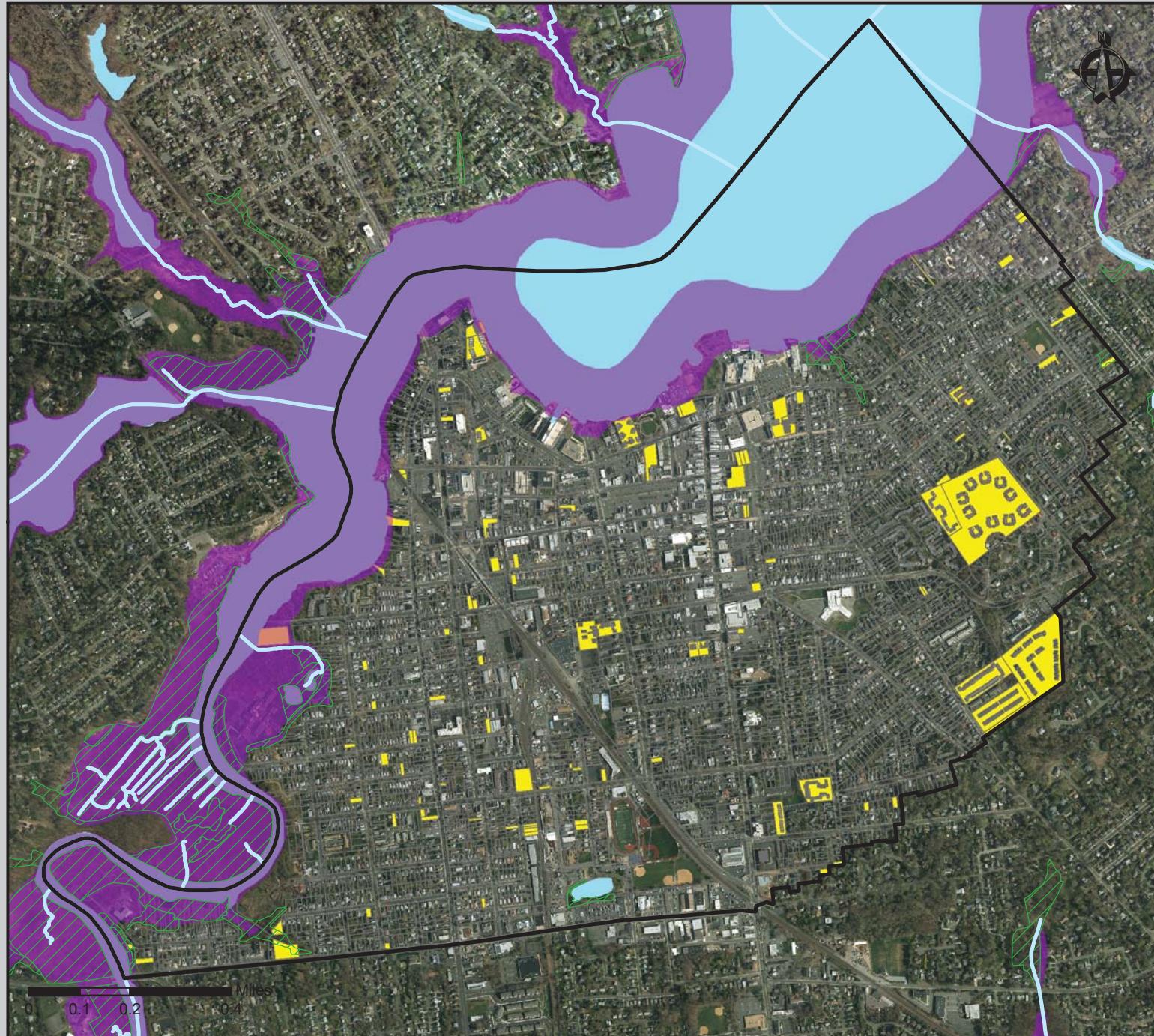
APPENDIX F

Environmental Constraints Map

draft

ENVIRONMENTAL CONSTRAINTS MAP

RED BANK, N.J.



VACANT LAND
ADJUSTMENT

RED BANK BOROUGH
MONMOUTH COUNTY
NEW JERSEY

Legend

- Streams
- Wetlands
- Special Flood Hazard Area
- Waterbodies
- Vacant Parcels
- Municipal Boundary

Source: NJDEP, NJGIN



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.CMEUSA.COM

DATE	SCALE	LAST REVISED	CREATED BY
1/16/2018	1 in = 1,500 feet	7/17/2018	JB

APPENDIX G

Affordable Projects Map

draft

AFFORDABLE DEVELOPMENTS MAP

RED BANK, N.J.



VACANT LAND ADJUSTMENT

RED BANK BOROUGH MONMOUTH COUNTY NEW JERSEY

KEY

- 1. Azalea Gardens (Ray Rap) - 2 Family-for-Sale Units
- 2. Basie Group/Montgomery Terrace - 40 Rehabilitation Units
- 3. Bergen Square - 10 Family-for-Sale Units
- 4. Brownstones (Yellowbrook/Mumford) - 2 Family Units
- 5. Cedar Crossing - 36 Family-for-Sale Units
- 6. Collaborative Support Programs of NJ - 3 Special Needs Rental Units
- 7. Denholtz - 9 Family Rental Units
- 8. Evergreen Terrace - 50 Rehabilitation Units
- 9. Fortune Square - 3 Family Rental Units
- 10. Locust Landing - 6 Family Rental Units
- 11. MW at Red Bank, LLC (Westside Lofts) - 10 Family Rental Units
- 12. Oakland Square (RB Monmouth/RB West) - 8 Family Rental Units, 4 Supportive Units
- 13. Popkin - 2 Family Rental Units
- 14. River Street School - 51 Age-Restricted Rental Units
- 15. Riverwalk Commons - 2 Family Rental Units
- 16. RW Rivers Edge - 2 Family-for-Sale Units
- 17. Tudor Village Apartments, LLC - 1 Rental Unit
- 18. VNA Redevelopment Site - Family Rental Units TBD
- 19. Wesleyan Arms - 60 Age-Restricted Rental Units
- 20. West Front Street Partners, LLC - Developer Fee

Developments

Source: NJDOT, NJGIN, Red Bank Tax Assessor



CONSULTING & MUNICIPAL ENGINEERS
3141 BORDENTOWN AVENUE, PARLIN, NJ 08859
1460 ROUTE 19 SOUTH HOWELL, NJ 07731

3759 ROUTE 1 SOUTH SUITE 100, MONMOUTH JUNCTION, NJ 08852
ONE MARKET STREET SUITE 1F, CAMDEN, NJ 08102

WWW.CMEUSA.COM

DATE	SCALE	LAST REVISED	CREATED BY
1/11/2018	1 in = 800 feet	12/20/2018	JB

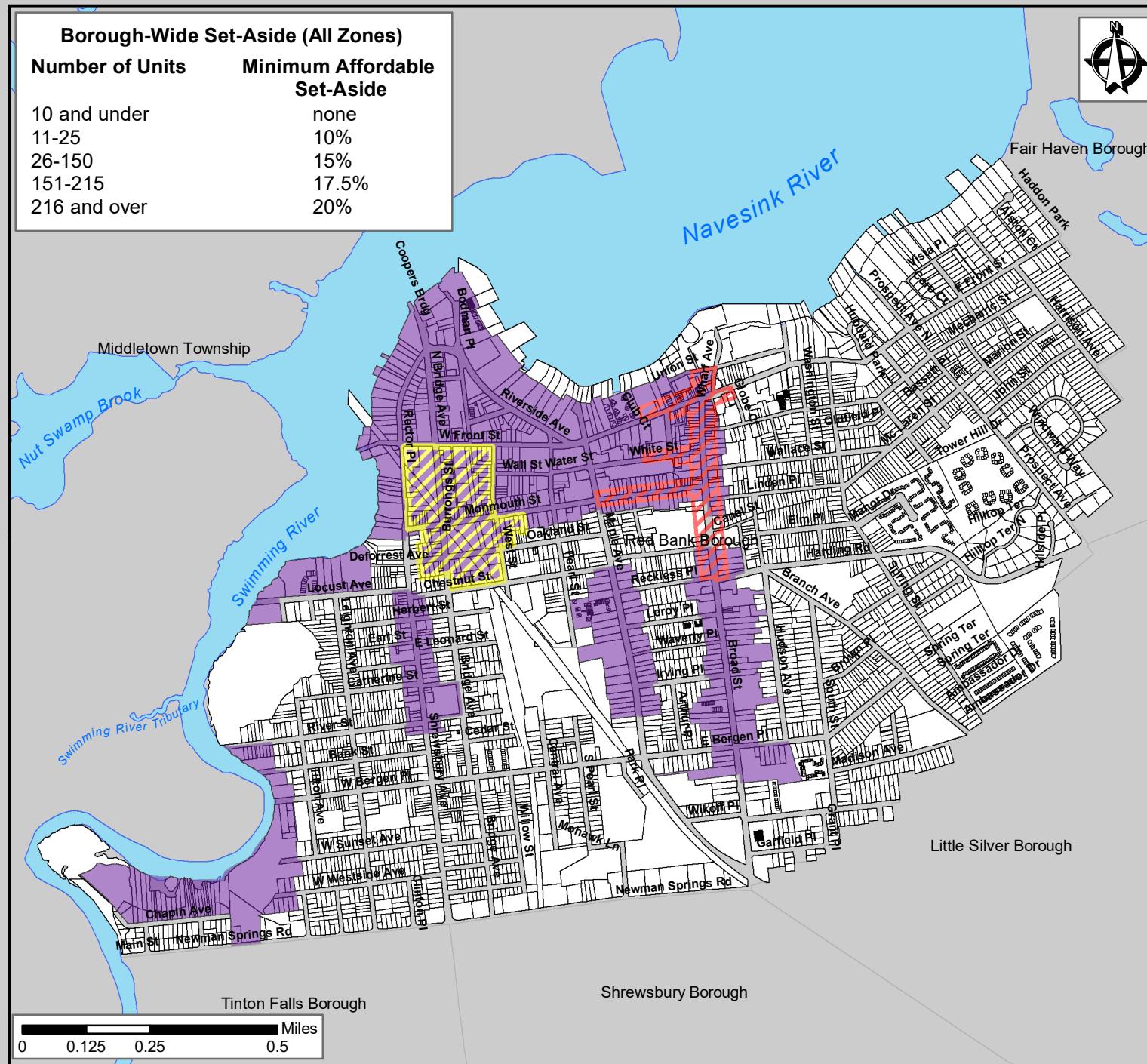
EXHIBIT B: OVERLAY ZONING MAP

EXHIBIT B

RED BANK, N.J.

Borough-Wide Set-Aside (All Zones)

Number of Units	Minimum Affordable Set-Aside
10 and under	none
11-25	10%
26-150	15%
151-215	17.5%
216 and over	20%



AFFORDABLE HOUSING SETTLEMENT AGREEMENT

RED BANK MONMOUTH COUNTY NEW JERSEY

Legend

- Affordable Housing (AH-1)
- Design District Overlay
- Train Station Overlay

As of the date of execution of this agreement, the Borough shall not reduce the permitted density of the overlay or underlying zoning, whichever is greater, of the properties covered by the AH-1 Overlay, Design District Overlay and Train Station Overlay as shown at left. Densities are set forth in Chapter 490 of the Borough Code.

Source: NJDEP and NJGIN GIS Data,
Borough Zoning Map



CONSULTING & MUNICIPAL ENGINEERS

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.CMEUSAL.COM

DATE	SCALE	LAST REVISED	CREATED BY
8/23/2018	1 inch = 1,500 feet	10/1/2018	JB

EXHIBIT C: 2018 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018

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

2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY 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	Median	\$63,597	\$68,140	\$72,682	\$81,767	\$90,853	\$94,987	\$98,121	\$105,389	\$112,657	\$119,926		
	Moderate	\$50,878	\$54,512	\$58,146	\$65,414	\$72,682	\$75,589	\$78,497	\$84,311	\$90,126	\$95,940	2.2%	
	Passaic and Sussex	Very Low	\$31,798	\$34,070	\$36,341	\$40,884	\$45,426	\$47,243	\$49,060	\$52,695	\$56,329	\$59,963	2.52%
Region 2	Median	\$66,735	\$71,523	\$76,291	\$85,828	\$95,364	\$99,179	\$102,993	\$110,622	\$118,252	\$125,881		
	Moderate	\$53,404	\$57,218	\$61,033	\$68,662	\$76,291	\$79,343	\$82,395	\$88,498	\$94,601	\$100,705	2.2%	
	Low	\$33,377	\$35,762	\$38,146	\$42,914	\$47,682	\$49,589	\$51,497	\$55,311	\$59,126	\$62,940	1.22%	
Region 3	Very Low	\$20,026	\$21,457	\$22,887	\$25,748	\$28,609	\$29,754	\$30,898	\$33,187	\$35,475	\$37,764	\$182,955	
	Median	\$75,530	\$80,925	\$86,320	\$97,110	\$107,900	\$112,216	\$116,532	\$125,164	\$133,796	\$142,428		
	Moderate	\$60,424	\$64,740	\$69,056	\$77,688	\$86,320	\$89,773	\$93,226	\$100,131	\$107,037	\$113,942	2.2%	
Region 4	Middlesex and Somerset	Low	\$37,765	\$40,463	\$43,160	\$48,555	\$53,950	\$56,108	\$58,266	\$62,582	\$66,898	\$71,214	2.37%
	Very Low	\$22,659	\$24,278	\$25,896	\$29,133	\$32,370	\$33,665	\$34,960	\$37,549	\$40,139	\$42,728		
	Median	\$69,447	\$74,407	\$79,368	\$89,289	\$99,209	\$103,178	\$107,146	\$115,083	\$123,020	\$130,956		
Region 5	Mercer, Monmouth and Ocean	Low	\$59,526	\$63,494	\$71,431	\$79,368	\$82,542	\$85,267	\$89,416	\$94,765	\$104,765	2.2%	
	Very Low	\$34,773	\$37,204	\$39,684	\$44,644	\$49,605	\$51,589	\$53,573	\$57,541	\$61,510	\$65,478	2.2%	
	Median	\$61,180	\$65,550	\$69,920	\$78,660	\$87,400	\$90,896	\$94,392	\$101,384	\$108,376	\$115,368	\$186,616	
Region 6	Moderate	\$48,944	\$52,440	\$55,936	\$62,928	\$69,920	\$72,717	\$75,514	\$81,107	\$86,701	\$92,294	2.2%	
	Camden and Gloucester	Low	\$30,590	\$32,775	\$34,960	\$39,330	\$43,700	\$45,448	\$47,196	\$50,692	\$54,188	\$57,684	5.05%
	Very Low	\$18,354	\$19,665	\$20,976	\$23,598	\$26,220	\$27,269	\$28,318	\$30,415	\$32,513	\$34,610		
Low Income	Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332		
	Moderate	\$40,888	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,086	2.2%	
Low Income	Low	\$25,533	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,338	\$45,247	\$48,166	0.00%	
	Very Low	\$15,336	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900		

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

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

** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (Consumer Price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, or 2017 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 previously calculated under N.J.A.C. 5:97-9.3). 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).3.

Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).

Appendix C

Red Bank Borough: Affordable Housing Trust Fund Spending Plan
April 4, 2019

INTRODUCTION

The Borough of Red Bank, 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 Council.

1. REVENUES FOR CERTIFICATION PERIOD

Since December 20, 2007, when the Borough of Red Bank trust fund had a balance of \$165,903.58, the Borough collected \$244,877.05 and expended \$202,381.08, resulting in a balance of \$208,399.55 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 Red Bank 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. This estimate was derived from NJDCA monthly data on Certificates of Occupancy, including the number of housing units certified and the square footage of non-residential space, developed between January 2010 and November 2018. The estimated square footage of residential and

non-residential improvements, based on available data on the Borough's housing stock, was then multiplied by the average cost per square foot of residential and non-residential space in the Borough, respectively. Development fees were estimated from those calculations, and form the basis of the projections.

(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 March 2019 the rate is 2.314%.

Table 1. Projected Revenues 2019 -2025

Starting Balance (12/31/2018)	\$208,399.55							Total
SOURCE OF FUNDS	2019	2020	2021	2022	2023	2024	2025	
(a) Development Fees:	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$1,575,000.00
1. Approved Development	-	-	-	-	-	-	-	-
2. Development Pending Approval	-	-	-	-	-	-	-	-
3. Projected Development	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$1,575,000.00
(b) Payments in Lieu of Construction	-	-	-	-	-	-	-	-
(c) Other Funds	-	-	-	-	-	-	-	-
(d) Interest on Total Account Balance	\$5,206.50	\$5,206.50	\$5,206.50	\$5,206.50	\$5,206.50	\$5,206.50	\$5,206.50	\$36,445.50
Total	\$230,206.50	\$1,611,445.50						

The Borough of Red Bank projects a total of **\$1,611,445.50** 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 **\$208,399.55**, results in anticipated total revenue of **\$1,819,845.05** 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 Red Bank:

(a) Collection of development fee revenues:

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

(b) Distribution of development fee revenues:

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

Red Bank Borough will dedicate an average of \$10,000.00 per unit to rehabilitation projects. The Borough has an obligation to rehabilitate 129 units. Ninety (90) units in the Montgomery Terrace and Evergreen Terrace developments are included in the Borough's Rehabilitation Program, but are anticipated to be rehabilitated by the Red Bank Housing Authority (RBHA) through federal grant funding. At the midpoint review in July 2020, the Borough will reduce its rehabilitation obligation if, in collaboration with RBHA, it can demonstrate the realistic opportunity for the rehabilitation of these units through other funding sources.

This leaves an additional 39 unit rehabilitation obligation to be met by the Borough. As 13 units have been rehabilitated by the County in the Borough since 2000, and 5 additional units are anticipated to be rehabilitated by the County through 2025, the Borough expects to rehabilitate 21 additional units. An outline of these expenditures can be found in Table 4.

(b) First-Time Homebuyer Program

Red Bank will dedicate a maximum of \$10,000.00 per unit to assist first-time homebuyers seeking to purchase a home in the Borough. The funds will be available to support down payments, closing costs, and mortgage costs. Per the Borough's Settlement Agreement with Fair Share Housing Center, Red Bank has an obligation to support homeownership for 50 units in the Borough through 2025.

Monmouth County has a First-Time Homebuyer Program that has supported homeownership for units in the Borough since 2000, and given this rate of support, the Borough assumes that homeownership will be supported for another 18 units through 2025. Therefore, the Borough has an obligation to provide first-time homebuyer support for 32 units. An outline of these expenditures can be found in Table 4.

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

Projected minimum affordability assistance requirement:

Table 2. Minimum Affordability Assistance

Actual development fees and interest through 12/31/2018		\$240,186.56
Development fees projected 2019-2025	+	\$1,575,000.00
Interest projected 2019-2025	+	\$36,445.50
Less housing activity expenditures through 12/31/2018	-	\$133,019.13
Less projected Rehabilitation Program expenditures through 2025	-	\$1,110,000.00
Less projected First-Time Homebuyer Program expenditures through 2025	-	\$320,000.00
Total	=	\$288,612.93
30 percent requirement	x 0.30 =	\$86,583.88
Less affordability assistance expenditures through 12/31/2018	-	\$0.00
Projected Minimum Affordability Assistance Requirement 1/1/2019 through 12/31/2025	=	\$86,583.88
Projected Minimum Very Low-Income Affordability Assistance Requirement 1/1/2019 through 12/31/2025	x 0.34 =	\$29,438.52

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

Red Bank Borough will dedicate a minimum of **\$86,583.88** from the Affordable Housing Trust Fund to render units more affordable, including **\$29,438.52** to render units more affordable to households earning 30 percent or less of median income by region. As outlined in Table 4 below, the Borough intends to allocate additional funds to affordability assistance.

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

Table 3. Administrative Expense Calculation		
Actual development fees and interest through 12/31/2018		\$240,186.56
Development fees projected 2019-2025	+	\$1,611,445.50
Payments-in-lieu of construction and other deposits through 12/31/2018	+	\$4,690.49
Less RCA expenditures through 12/31/2018	-	\$0.00
Total	=	\$1,856,322.55
Calculate 20 percent	x .20 =	\$371,264.51
Less administrative expenditures through 12/31/2018	-	\$69,361.95
Projected maximum available for administrative expenses 1/1/2019 through 12/31/2025	=	\$301,902.56

The Borough has expended \$69,361.95 on administrative fees through December 31, 2018, leaving a remaining balance of **\$301,902.56** 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 Red Bank intends to use affordable housing trust fund revenues as set forth in the Housing Element and Fair Share Plan and is summarized as follows:

TABLE 4. Projected Expenditure Schedule 2019-2025								
Programs	2019	2020	2021	2022	2023	2024	2025	Total
Rehabilitation Program	\$60,000.00	\$220,000.00	\$220,000.00	\$220,000.00	\$220,000.00	\$120,000.00	\$50,000.00	\$1,110,000.00
First-Time Homebuyers Program	\$20,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$320,000.00
Affordability Assistance	\$12,563.21	\$12,563.21	\$12,563.21	\$12,563.21	\$12,563.21	\$12,563.21	\$12,563.21	\$87,942.49
Administration	\$43,128.94	\$43,128.94	\$43,128.94	\$43,128.94	\$43,128.94	\$43,128.94	\$43,128.94	\$301,902.56
Total	\$135,692.15	\$325,692.15	\$325,692.15	\$325,692.15	\$325,692.15	\$225,692.15	\$155,692.15	\$1,819,845.05

5. EXCESS OF FUNDS

In the event that more funds than anticipated are collected, these excess funds will be used to fund the Rehabilitation and/or First-Time Homebuyer 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

Red Bank 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 **\$208,399.55** as of December 31, 2018 and anticipates an additional **\$1,611,445.50** in revenues, including interest, before the expiration of substantive certification in 2025 for a total of **\$1,819,845.05**. The municipality will dedicate **\$1,110,000.00** toward rehabilitation, **\$320,000.00** for first-time homebuyers, **\$87,942.49** to affordability assistance, and **\$163,778.66** for administrative costs. Total expenditures are anticipated to be **\$1,819,845.05**.

Table 5. Spending Plan Summary	
Balance as of December 31, 2018	\$208,399.55
Projected Revenue 2019-2025	\$1,611,445.50
Development Fees	\$1,575,000.00
Other Funds	\$0.00
Interest	\$36,445.50
TOTAL REVENUE	\$1,819,845.05
Expenditures	
Rehabilitation Program	\$1,110,000.00
First-Time Homebuyer Program	\$320,000.00
Affordability Assistance	\$87,942.49
Administration	\$301,902.56
TOTAL PROJECTED EXPENDITURES	\$1,819,845.05
REMAINING BALANCE	\$0.00

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 19-__**

**A RESOLUTION OF THE BOROUGH COUNCIL ADOPTING AN AFFORDABLE
HOUSING SPENDING PLAN**

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

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

1. A projection of revenues anticipated from imposing fees on development, based on pending, approved and anticipated developments and historic development activity;
2. A projection of revenues anticipated from other sources, including payments in lieu of constructing affordable units, funds from the sale of units with extinguished controls, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, and interest earned;
3. A description of the administrative mechanism that the municipality will use to collect and distribute revenues;
4. A description of the anticipated use of all affordable housing trust funds;
5. A schedule for the expenditure of all affordable housing trust funds;
6. A pro-forma statement of the anticipated costs and revenues associated with the development if the municipality envisions supporting or sponsoring public sector or non- profit construction of housing;
7. A plan to spend the trust fund balance in accordance with the implementation schedule within the Spending Plan and approved by a settlement agreement;
8. The manner through which the municipality will address any expected or unexpected shortfall if the anticipated revenues are not sufficient to implement the Plan; and
9. A description of the anticipated use of excess affordable housing trust funds, in the event more funds than anticipated are collected, or projected funds exceed the amount necessary for satisfying the municipal affordable housing obligation.

WHEREAS, Red Bank Borough has prepared a Spending Plan consistent with the Borough's Settlement Agreement; and

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

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

NOW THEREFORE BE IT RESOLVED that the Council of the Borough of Red Bank hereby adopts and endorses the Spending Plan attached hereto; and

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

I hereby certify the above to be a true copy of a resolution adopted by the Council of the Borough of Red Bank, in the County of Monmouth, at a meeting held on _____.

Pamela Borghi, RMC, CMR, PIO
Borough Clerk

Appendix D

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 19-__**

**A RESOLUTION OF THE BOROUGH COUNCIL OF INTENT TO APPROPRIATE
FUNDS OR BONDS FOR AFFORDABLE HOUSING IN THE EVENT OF A FUNDING
SHORTFALL**

WHEREAS, the Borough Council of the Borough of Red Bank, County of Monmouth, State of New Jersey have reviewed and approved the 2019 Housing Element and Fair Share Plan and 2019 Spending Plan; and

WHEREAS, the Spending Plan allocates funds for a rehabilitation program, first-time homebuyers program, affordability assistance, and affordable housing administration; and

WHEREAS, the Borough anticipates that the funding will come from developer contributions paid into the Borough's Affordable Housing Trust Fund; and

WHEREAS, in the event that the above funding source prove inadequate to complete the affordable housing programs included in the Borough's Housing Element and Fair Share Plan and Spending Plan, the Borough shall provide sufficient funding to address any shortfalls.

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Red Bank, County of Monmouth, 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 whether due to inadequate funding from other sources or for any other reason; and

BE IT FURTHER RESOLVED that upon written Order from the Honorable Jamie S. Perri, J.S.C., Superior Court of New Jersey, Civil Division, Monmouth County, or her successor or assigns, after finding that inadequate funding exists to complete the affordable housing programs included in the Borough's court-certified Housing Element and Fair Share Plan, the Borough agrees to appropriate funds or authorize the issuance of debt within ninety (90) days of written Order from the Honorable Jamie S. Perri, J.S.C., Superior Court of New Jersey, Civil Division, Monmouth County, or her successor or assigns.

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

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

I hereby certify the above to be a true copy of a resolution adopted by the Council of the Borough of Red Bank, in the County of Monmouth, at a meeting held on _____.

Pamela Borghi, RMC, CMR, PIO
Borough Clerk

Appendix E

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

ORDINANCE 19-__

AN ORDINANCE OF THE BOROUGH OF RED BANK 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 RED BANK AND THE FAIR SHARE HOUSING CENTER REGARDING COMPLIANCE WITH THE BOROUGH'S THIRD ROUND AFFORABLE HOUSING OBLIGATIONS IN ACCORDANCE WITH IN RE: N.J.A.C. 5:96 AND 5:97, 221 N.J. 1 (2015), THE NEW JERSEY FAIR HOUSING ACT, AND RELEVANT REGULATIONS AND POLICIES ADOPTED BY THE NEW JERSEY COUNCIL ON AFFORDABLE HOUSING.

NOW, THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Red Bank that Chapter 205, Affordable Housing, of the Revised General Ordinances is hereby amended as follows (stricken text indicates deletions, underlined text indicates additions):

SECTION 1. §205 Article 1, Fair Share Obligation, is hereby amended as follows:

Delete the following:

- 205-1
- 205-2
- 205-3
- 205-4
- 205-5
- 205-6
- 205-7
- 205-8
- 205-9

Add the following:

§205-1 Affordable Housing Obligation

- A. This Ordinance is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability and that low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.
- B. The Borough of Red Bank 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 Red Bank 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, and also implements a Borough wide requirement that all new multi-family residential development of five (5) or more units shall have a mandatory affordable housing set aside for low- and moderate-income units, subject to certain enumerated conditions.
- D. The Borough of Red Bank shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:
 - (1) Beginning on the one year anniversary of the order granting compliance and repose, and on every anniversary of that date through 2025, the Borough agrees to provide annual reporting of its Affordable Housing 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 (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
 - (2) Beginning on the one year anniversary of the order granting compliance and repose, and on every anniversary of that date through 2025, 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 COAH or any other forms endorsed by the Special Master and FSHC.
 - (3) By 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 FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity 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 FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.
 - (4) By March 1, 2020, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit

comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low income housing obligations.

§205-2 Definitions

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

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

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

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

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

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

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

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

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

“Affordable housing development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or structure that provides for-sale or rental dwelling units for low & moderate income households within a residential use, structure, supportive or special needs dwelling, or residential component of a mixed-use development in accordance with the requirements of the Borough of Red Bank’s affordable housing ordinances and Housing Element & Fair Share Plan.

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

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

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

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

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

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

“COAH” means the New Jersey Council on Affordable Housing established under the Fair Housing Act of 1985.

“Construction” means new construction and additions, but does not include alterations, reconstruction, renovations, and repairs as those terms are defined under the State Uniform Construction Code promulgated pursuant to the “State Uniform Construction Code Act,” P.L. 1975, c.217 (C.52:27D-119 et seq.).

“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.

“Development fee” means money paid for an individual, person, partnership, association, company or corporation for the improvement of a property as permitted in COAH rules and regulations pursuant to N.J.A.C. 5:93-8, Development Fees.

“Equalized assessed value” means the assessed value of a property divided by the current State equalization ratio for the Borough, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).

“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.”

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

“Judgment of compliance” means a determination issued by the Superior Court approving the Borough’s affordable housing plan to satisfy its fair share obligation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§205-3 Affordable Housing Mechanisms

The Borough of Red Bank will use the following mechanisms to satisfy its affordable housing obligations:

A. Percentage of Mandatory Set Asides for All Future Residential Developments.

- (1) If the Borough permits the construction of multi-family or single-family attached residential development that is “approvable” and “developable,” as defined at N.J.A.C. 5:93-1.3, at a gross residential density of 6 units to the acre or more, and which consists of ten (10) or more new residential units, the Borough shall require that an appropriate percentage of the residential units be set aside for low and moderate income households.
- (2) This requirement shall apply beginning with the effective date of this ordinance to any multi-family or single-family attached residential development, including the residential portion of a mixed-use development, which consists of ten (10) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Borough’s

Planning or Zoning Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation.

(3) An affordable set-aside shall be required in accordance with the following:

Total Number of Units	Minimum Percentage of Affordable Units
<u>10 and under</u>	<u>None</u>
<u>11-25</u>	<u>10%</u>
<u>26-150</u>	<u>15%</u>
<u>151-215</u>	<u>17.5%</u>
<u>216 and over</u>	<u>20%</u>

(4) Developers of 10 units and under will be required to pay the Borough's development fee. Developers of 11 units and above will be required to provide at least 70% of the units required on site and will have the option to satisfy the remaining obligation with either:

- [1] off-site affordable units; or
- [2] a Payment In Lieu of such units in accordance with N.J.A.C. 5:93-8.10(c) and N.J.A.C 5:97-6.4(c)3, provided that the Borough will only accept a Payment in Lieu if at the time of application the applicant can demonstrate that the Payment in Lieu will create an equivalent number of new construction or gut rehabilitation affordable units to those that would have been provided on site, which off-site or payment in lieu units, when combined with the on-site units, shall be consistent with the bedroom distribution, very-low-/low-/moderate-income split and all other terms of the Settlement Agreement.
- [3] Off-site affordable units or units to be produced through a Payment in Lieu shall be subject to the phasing requirements in §205-4(B).

(5) This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project.

(6) This requirement does not apply to any sites or specific zones otherwise identified in the Settlement Agreement or Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein, though all other provisions of this ordinance shall be applicable to those sites unless otherwise specified.

(7) A set-aside shall not apply to developments containing ten (10) or fewer dwelling units.

(8) All subdivision and site plan approvals of qualifying residential developments shall be conditioned upon compliance with the provisions of this section. Where a developer demolishes existing dwelling units and builds new dwelling units on the same site, the provisions of this section shall apply only if the net number of dwelling units is ten (10) or more.

B. Rehabilitation Program.

(1) The Borough of Red Bank and Fair Share Housing Center have agreed upon a rehabilitation program of one hundred and twenty-nine (129) units. The Borough will create and administer both a rental and owner occupied rehabilitation program to satisfy

its 129 unit present need obligation. A Spending Plan will be prepared and adopted by the Borough that shall outline the schedule and expenditures through 2025 to realize 129 rehabilitated units. The Spending Plan will be funded through the Borough's existing Developer Fee Ordinance and payments in lieu where appropriate. The Administrative Agent shall be responsible for submitting the rehabilitation program manuals and documenting each rehabilitation application and documents thoroughly. Any renovation of deficient housing units to be occupied by low- and moderate-income households will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.

- (2) All rehabilitated rental or owner-occupied units shall remain affordable to low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the control period will be enforced with a lien and for renter occupied units the control period will be enforced with a deed restriction.
- (3) The Borough of Red Bank 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 Red Bank shall designate, subject to the approval of the Court, one Administrative Agent to administer the rehabilitation program in accordance with N.J.A.C. 5:91 and N.J.A.C. 5:93. The Administrative Agent shall provide a rehabilitation manual for both rental and owner occupant rehabilitations. These manuals when created will be reviewed by the governing body and adopted by resolution subject to approval of the Court. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office of the Administrative Agent.
- (5) Units in a rehabilitation program shall be exempt from N.J.A.C. 5:93-9 and Uniform Housing Affordability Controls (UHAC), but shall be administered in accordance with the following:
 - [1] 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.
 - [2] 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.
 - [3] Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:93-9.
 - [4] 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.

C. First-Time Homebuyers Program

- (1) The Borough will develop a First-Time Homebuyer Program to provide for an opportunity for homeownership in the Borough to at least fifty (50) low- and moderate-income households by 2025. The program will be funded with development fees collected by the

Borough, and the properties involved will be deed restricted for a thirty (30) year period (control period) to remain affordable to low or moderate income households consistent with the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-16.1 et seq. The maximum loan amount to be dedicated to each unit shall be \$10,000.

D. Alternative Living Arrangements

- (1) The administration of an alternative living arrangement shall be in compliance with N.J.A.G. 5:93-5.8 and UHAC, with the following exceptions:
 - [1] Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
 - [2] Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
- (2) With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.
- (3) The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

§205-4 New Construction

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

- A. Affordable Housing Plan. The applicant for approval of an 11 unit or more residential or development shall present the planned method of affordable housing compliance based upon the full build-out of the property for residential and/or nonresidential development. The applicant shall demonstrate compliance by completing an Affordable Housing Plan Form which shall be submitted at the time of application filing.
- B. Phasing. Inclusionary developments shall be subject to the following schedule:

<u>Minimum Percentage of Low- and Moderate-Income Units Completed</u>	<u>Maximum Percentage of Market-Rate Units Completed</u>
<u>0</u>	<u>25</u>
<u>10</u>	<u>25 + 1 Unit</u>
<u>50</u>	<u>50</u>
<u>75</u>	<u>75</u>
<u>100</u>	<u>90</u>

- C. Fractional Units. If the required set-aside of the total number of units in a development results in a fraction or decimal, the developer shall be required to round up and provide an additional affordable unit on site if the fraction is 0.5 or greater. If the fraction is less than 0.5, the

developer shall be required to provide the affordable housing development fee for the fractional units.

Examples:

A 15-unit development requiring an affordable housing set-aside of 1.5 units is proposed. The development is required to provide two (2) affordable units.

A 12-unit development requiring an affordable housing set-aside of 1.2 units is proposed. The developer is required to provide one (1) affordable unit, and pay the affordable housing development fee for two (2) units.

- D. Design. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- E. Off-site construction. The standards for constructing affordable units off-site, shall be in accordance with the Borough's recommendations, provided that at least the same number of affordable units are provided, at least half of the affordable units are available to families, and not more than 25% are age-restricted, and the affordable units provided are otherwise consistent with the terms of the Settlement Agreement.
- F. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- G. 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 within each bedroom distribution. If there is only one affordable unit it must be a low income unit.
 - (3) Thirteen percent (13%) of all affordable units approved or constructed since July 17, 2008 in the Borough shall be designated as very-low income households at 30% of the median income, with at least fifty percent (50%) of all very-low income units being available to families. If an inclusionary development proposes less than 10 total units, a payment in lieu of the cost of subsidizing a very low income unit shall be deposited into the 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. 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:

- [1] The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
- [2] At least 30 percent of all low- and moderate-income units shall be two bedroom units;
- [3] At least 20 percent of all low- and moderate-income units shall be three bedroom units; and
- [4] The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
- (5) 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.

H. Accessibility Requirements:

- (1) The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Sub-code, N.J.A.C. 5:23-7 and the standards in § 205-4H(2)[1] through [6].
- (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:
 - [1] An adaptable toilet and bathing facility on the first floor;
 - [2] An adaptable kitchen on the first floor;
 - [3] An interior accessible route of travel on the first floor;
 - [4] 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;
 - [5] If not all of the foregoing requirements in §205-4H(2)[1] through §205-4H(2)[4] can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs §205-4H(2)[1] through §205-4H(2)[4] above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and
 - [6] An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Sub-code, N.J.A.C. 5:23-7, or evidence that the Borough of Red Bank has collected funds from the developer sufficient to make ten percent (10%) of the adaptable entrances in the development accessible;
- (3) 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.
- (4) 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.

- (5) The funds deposited under §205-4H(4) above shall be used by the Borough of Red Bank 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.
- (6) 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.
- (7) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Sub-code, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Borough's affordable housing trust fund where the funds shall be deposited into the affordable housing trust fund and appropriately earmarked.
- (8) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Sub-code, N.J.A.C. 5:23-7.

I. 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 most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and by the Superior 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.
 - [1] 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:
 - [1] A studio shall be affordable to a one-person household;
 - [2] A one-bedroom unit shall be affordable to a one and one-half person household;
 - [3] A two-bedroom unit shall be affordable to a three-person household;

- [4] A three-bedroom unit shall be affordable to a four and one-half person household; and
- [5] A four-bedroom unit shall be affordable to a six-person household.
- (6) In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted development, the following standards shall be used:
 - [1] A studio shall be affordable to a one-person household;
 - [2] A one-bedroom unit shall be affordable to a one and one-half person household; and
 - [3] 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, including an allowance for tenant paid utilities, 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 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. This increase shall not exceed nine percent in any one year. Rent increases 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 HUD for its Section 8 program.

SECTION 2. §205 Article II, Growth Share Requirement is hereby amended as follows:

Growth Share Requirement Affordable Housing Administration

Delete the following:

- 205-10
- 205-11
- 205-12
- 205-13
- 205-14

Add the following:

§205-5 Affirmative Marketing Requirements

- A. The Borough of Red Bank 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 Borough has the ultimate responsibility for adopting the affirmative marketing plan and for the proper administration of the affirmative marketing program, including initial sales and rentals and resales and rentals. The Administrative Agent designated by the Borough of Red Bank 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 plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the affirmative marketing plan, the administrative agent shall consider the use of language translations where appropriate.
- G. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- H. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county

within the housing region; the municipal administration building and the municipal library in the Borough in which the units are located; and the developer's rental office. Pre-applications shall be emailed or mailed to prospective applicants upon request.

- I. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in Red Bank, and copies of the applications forms, to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, and the Trenton, Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch Branches of the NAACP, the Red Bank Affordable Housing Corporation, Pilgrim Baptist Church, Shiloh Baptist Church, and the Supportive Housing Association.
- J. 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.

§205-6 Occupancy Standards

- A. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - (1) Provide an occupant for each bedroom;
 - (2) Provide children of different sex with separate bedrooms; and
 - (3) 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.

§205-7 Control Periods for Restricted Ownership Units and Enforcement Mechanisms

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance until the Borough of Red Bank 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.

§205-8 Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

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

- A. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- B. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- C. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
- D. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

§205-9 Buyer Income Eligibility

- A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
- B. Notwithstanding the foregoing, however, the administrative agent may, upon approval by the Borough Mayor and Council, and subject to the court's approval, permit moderate-income purchasers to buy low-income units in housing markets if the administrative agent determines that there is an insufficient number of eligible low-income purchasers to permit prompt occupancy of the units. All such low-income units to be sold to moderate-income households shall retain the required pricing and pricing restrictions for low-income units.
- C. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the administrative agent may permit the owner of a restricted ownership unit, upon application and

a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

D. 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.

§205-10 Limitations on indebtedness secured by ownership unit; subordination

A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the administrative agent for a determination in writing that the proposed indebtedness complies with the provisions of this section and the administrative agent shall issue such determination prior to the owner incurring such indebtedness.

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).

§205-11 Capital Improvements to Ownership Units

A. 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 made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that adds an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

B. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the administrative agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the administrative agent. Unless otherwise approved by the administrative agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

§205-12 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 Red Bank 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. 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 on the property containing the unit.

§205-13 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.

§205-14 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 reliable 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.

§205-15 Administration

A. The position of Municipal Housing Liaison (MHL) for the Borough of Red Bank 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 Red Bank.
- (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 Red Bank, including the following responsibilities which may not be contracted out to the Administrative Agent:
 - [1] Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 - [2] The implementation of the Affirmative Marketing Plan and affordability controls.
 - [3] When applicable, supervising any contracting Administrative Agent.
 - [4] Monitoring the status of all restricted units in the Borough's Fair Share Plan;
 - [5] Compiling, verifying and submitting annual reports as required;

- [6] Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
- [7] Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Affordable Housing Professionals of New Jersey (AHPNJ).

B. The Borough of Red Bank shall designate by resolution of the Borough Committee, subject to the approval of the Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with 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). The municipal housing liaison shall supervise the work of the Administrative Agent(s).

D. The Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. *The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required.* 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:
 - [1] Conducting an outreach process to affirmatively market affordable housing units in accordance with the Borough's affirmative marketing plan and the provisions of N.J.A.C. 5:80-26.15; and
 - [2] Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- (3) Household Certification:
 - [1] Soliciting, scheduling, conducting and following up on interviews with interested households;
 - [2] Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - [3] Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
 - [4] Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

- [5] Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
- [6] Employing a random selection process as provided in the affirmative marketing plan of the Borough when referring households for certification to affordable units.
- [7] Notifying the following entities of the availability of affordable housing units in the Borough of Red Bank: Fair Share Housing Center, the new Jersey State Conference of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center.

(4) Affordability Controls:

- [1] Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- [2] Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- [3] Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Hunterdon County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit;
- [4] Communicating with lenders regarding foreclosures; and
- [5] Ensuring the issuance of continuing certificates of occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

(5) Records retention:

(6) Resale and re-rental:

- [1] Instituting and maintaining an effective means of communicating information between owners and the administrative agent regarding the availability of restricted units for resale or rental; and
- [2] Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.

(7) Processing requests from unit owners:

- [1] Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this chapter;
- [2] Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

- [3] Notifying the Borough of an owner's intent to sell a restricted unit; and
- [4] Making determinations on requests by owners of restricted units for hardship waivers.

(8) Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.

- [1] Securing annually from the Borough a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- [2] Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the administrative agent;
- [3] Posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the administrative agent where complaints of excess rent or other charges can be made;
- [4] Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- [5] Establishing a program for diverting unlawful rent payments to the Borough's affordable housing trust fund; and
- [6] Creating and publishing a written operating manual for each affordable housing program administered by the administrative agent, to be approved by the Borough Mayor and Council and the court, setting forth procedures for administering the affordability controls.

(9) The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

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

- (1) The administrative agent shall prepare monitoring reports for submission to the municipal housing liaison in time to meet any monitoring requirements and deadlines imposed by the court.
- (2) The administrative agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

§205-16 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:

[1] 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;

[2] 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 Red Bank Affordable Housing Trust Fund of the gross amount of rent illegally collected;

[3] 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.

§205-17 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.

SECTION 3. §205 Article III, Mandatory Affordable Housing Fees is hereby amended as follows:

Delete the following:

- 205-16

Amend the following:

- 205-15 to 205-18
 - A. This article shall not be effective until approved by ~~COAH~~ the Court pursuant to N.J.A.C. 5:96-5.1
 - B. The Borough shall not spend development fees until ~~COAH~~ the Court has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.
- 205-17 to 205-19
 - A. Imposed fees.
 - (1) Within all district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, ~~provided no increased density is permitted.~~
 - (2) ~~When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However if the zoning on a site has changed during the two year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1 1/2% of the equalized assessed value on the first two units; and the specified higher percentage up to 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two year period preceding the filing of such a variance application.~~
 - B. Eligible exactions, ineligible exactions and exemptions for residential development.
 - (1) *No change.*
 - (2) *No change.*
 - (3) *No change.*
 - (4) The following types of developments shall be exempt from paying a development fee:
 - a) ~~One or two family owner occupied dwellings units that are being expanded without creating new dwelling units. Improvements or additions to existing one and two-family dwellings on individual lots shall not be required to pay a development fee, but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the~~

development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

b) *No change.*

- 205-18 to 205-20
- 205-19 to 205-21
- 205-20 to 205-22

A. *No change.*

B. *No change.*

C. ~~Within seven days from the opening of the trust fund account, the Borough shall provide COAH with written authorization, in the form of a three party escrow agreement between the municipality, the bank, and COAH, to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b). In the event of a failure by the Borough of Red Bank to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Borough of Red Bank, or, if not practicable, then within the County or the Housing Region. Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.~~

D. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by ~~COAH~~ the Court.

- 205-24 to 205-23

A. The expenditure of all funds shall conform to a spending plan approved by ~~COAH~~ the Court. Funds deposited in the housing trust fund may be used for any activity approved by ~~COAH~~ the Court to address the Borough's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing

partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.

- B. *No change.*
- C. *No change.*
- D. *No change.*
- E. *No change.*
- F. *No change.*
- G. *No change.*
- H. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's the Court's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's and/or the Court's regulations and/or action are not eligible uses of the affordable housing trust fund.

- 205-22 to 205-24

The Borough shall complete and return to COAH the Court all monitoring forms included in monitoring requirements related to the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Borough's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH the Court. All monitoring reports shall be completed on forms designed by COAH and/or approved by the Court. The Borough of Red Bank shall provide annual reporting of Affordable Housing Trust Fund activity to the State of 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 Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for

which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Borough), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Borough owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with Red Bank's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

- 205-23 to 205-25

The ability for the Borough to impose, collect and expend development fees shall expire with its substantive certification unless the Borough has filed an adopted Housing Element and Fair Share Plan with COAH the Court, has petitioned for substantive certification, and has received COAH's the Court's approval of its development fee ordinance. If the Borough fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L.1985, c.222 (N.J.S.A. 52:27D-320). The Borough shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall the Borough retroactively impose a development fee on such a development. The Borough shall not expend development fees after the expiration of its substantive certification or judgment or compliance.

SECTION 4.

A copy of this Ordinance, upon introduction, shall be provided to all appropriate municipal agencies, including the Planning Board, for their review and comment pursuant to applicable New Jersey statutes.

SECTION 5.

Any ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance. All other provisions of the Revised General Ordinances are ratified and remain in full force and effect.

SECTION 6.

If any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION 7. Effective Date

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

Appendix F

Borough of Red Bank, NJ
Monday, March 11, 2019

Chapter 205. Affordable Housing

Article III. Mandatory Affordable Housing Fees

§ 205-17. Residential development fees.

A. Imposed fees.

- (1) Within all district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.
- (2) When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1 1/2% of the equalized assessed value on the first two units; and the specified higher percentage up to 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development.

- (1) Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
- (2) Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
- (3) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
- (4) The following types of developments shall be exempt from paying a development fee:
 - (a) One- or two-family owner-occupied dwellings units that are being expanded without creating new dwelling units;
 - (b) Residential structures demolished and replaced as a result of fire or natural disaster.

§ 205-18. Nonresidential development fees.

A. Imposed fees.

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

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

- (1) The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the 2.5% development fee, unless otherwise exempted below.
- (2) The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- (3) Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Nonresidential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
- (4) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L.2008, c.46, shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
- (5) If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Borough as a lien against the real property of the owner.

Appendix G

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

ORDINANCE 19-__

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

NOW, THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Red Bank that Chapter 490, Planning and Development Regulations, of the Revised General Ordinances is hereby amended as follows (stricken text indicates deletions, underlined text indicates additions):

SECTION 1. §490-153, Article X, AH-1 Affordable Housing Overlay District One, is hereby deleted:

A. Purpose. ~~The purpose of the Affordable Housing Overlay District One is to establish an area for capturing the Borough's unmet need from its prior first and second round fair share affordable housing obligations, in conformance with the requirements of the New Jersey Council on Affordable Housing ("COAH").~~

B. Applicability.

(1) ~~Affordable Housing Overlay District One shall be applied to the areas of residential development identified at Page 18 of the Borough's Housing Element and Fair Share Plan, dated April 10, 1995, which was incorporated in its Master Plan and entitled, "Residential Redevelopment Strategy." These areas are depicted in greater detail in the areas designated as Residential Redevelopment Areas in the map entitled "Proposed Overlay Zone, AH 1, Affordable Housing 1 Overlay Zone," prepared by T&M Associates and dated September 2, 2009, which is hereby incorporated by reference.~~

(2) ~~The Official Zoning Map[1] of the Borough of Red Bank is hereby amended in accordance with the foregoing and is further incorporated by reference.~~

C. Affordable housing set aside. ~~A twenty percent set aside for affordable housing with a minimum density of six units per acre for all development applications consisting of five or more residential units within the areas described in Subsection B of this section is required.~~

D. Compliance with other regulations and ordinances.

(1) ~~All other development regulations applicable to the underlying zones for each property located within Affordable Housing Overlay District One shall remain in full force and effect unless in conflict with this section.~~

~~(2) All affordable units constructed within this overlay zone shall also comply with Chapter XIA, Low and Moderate Income Housing, of the 1987 Revised General Ordinances of the Borough of Red Bank.~~

§490-153 Reserved.

SECTION 2.

A copy of this Ordinance, upon introduction, shall be provided to all appropriate municipal agencies, including the Planning Board, for their review and comment pursuant to applicable New Jersey statutes.

SECTION 3.

Any ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance. All other provisions of the Revised General Ordinances are ratified and remain in full force and effect.

SECTION 4.

If any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION 5. Effective Date

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

Appendix H

AFFORDABLE HOUSING PLAN

This form establishes affordable housing requirements for residential developments of 11 or more units, including mixed use development, in accordance with the Borough's Affordable Housing Ordinance at §205 of the Revised General Ordinances of the Borough of Red Bank.

Affordable units are to be provided in accordance with the following set-aside:

Total Number of Units	Minimum Percentage of Affordable Units
11-25	10%
26-150	15%
151-215	17.5%
216 and over	20%

An Applicant proposing 11 or more dwelling units should complete the following tables:

Residential Summary			
	Total number of new residential units created	Total number of affordable housing units created	Total number of residential units demolished
New structure containing residential units			
Conversion from a non-residential structure to a structure containing residential units			
Conversion from market rate housing units to affordable housing units			

Affordable Housing Summary			
Category	Characteristics	Number of Affordable Housing Units	
Location	On-Site (Minimum 70% of affordable units)		
	Off-Site		
Ownership/Tenancy	For-Sale		
	Rental		
Age Restrictions	Non-Age-Restricted		
	Age-Restricted		
Bedroom Distribution <u>N.J.A.C. 5:80-26.3</u> and Income Distribution §205-4G	One-Bedroom (Maximum 20% of affordable units)	Moderate-Income	
		Low-Income (Minimum 50%)	
		Very Low-Income (Minimum 13%)	
	Two-Bedroom (Minimum 30% of affordable units)	Moderate-Income	
		Low-Income (Minimum 50%)	
		Very Low-Income (Minimum 13%)	
	Three-Bedroom (Minimum 20% of affordable units)	Moderate-Income	
		Low-Income (Minimum 50%)	
		Very Low-Income (Minimum 13%)	

The Applicant should indicate the Administrative Agent that will administer the affordable units in accordance with the requirements of §205-15 and N.J.A.C. 5:80-26.14:

Borough-Appointed Administrative Agent

Other Administrative Agent

Name: _____

Signature for Applicant: _____

Applicant Attorney Other

Role: _____

Appendix I

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

For Affordable Housing in (REGION 4)

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number Red Bank Affordable Housing Corporation P.O. Box 2207 Red Bank, New Jersey 07701 732-796-2311		1b. Development or Program Name, Address Administration of Affordable Units, Rehabilitation Program and First-Time Homebuyers Program	
1c. Number of Affordable Units: Number of Rental Units: Number of For-Sale Units:	1d. Price or Rental Range From TBD To TBD	1e. State and Federal Funding Sources (if any) None	
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing Occupancy: As available		
1h. County Mercer, Monmouth, Ocean		1i. Census Tract(s): TBD	
1j. Managing/Sales Agent's Name, Address, Phone Number TBD			
1k. Application Fees (if any): Application fee applies. Credit and Criminal Background Check Fees may apply. Amenities are not included.			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

2. Describe the random selection process that will be used once applications are received.
<p><u>Initial Randomization</u></p> <p>Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:</p> <p>After advertising is implemented, pre-applications are accepted for 60 days.</p> <p>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).</p>

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 MEDIA SOURCES	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	As needed	Beacon, The	Ocean
Radio			
X	As needed	90.5 WJB Brookdale	Monmouth County
X	As needed	88.9 WMCX Monmouth	Monmouth, Ocean Counties

Appendix J

Red Bank, 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: March 2019

Prepared by



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INTRODUCTION

This Rehabilitation Program Operating Manual has been prepared to assist in the administration of the Borough of Red Bank 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 Region 4, including Mercer, Monmouth, and Ocean 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 Red Bank.

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 Red Bank 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 Red Bank Municipal Building
90 Monmouth Street, Red Bank, NJ 07701
Phone: (732) 530-2777
Office Hours: Monday – Friday 9:00AM – 5:00PM

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 Red Bank 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 the Administrative Agent 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 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 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 Red Bank' Affirmative Marketing Plan. Borough of Red Bank' Affirmative Marketing Plan can be found under separate cover on file at the Borough Municipal Building or with the Administrative Agent.

Implementation of the Affirmative Marketing Plan

The affirmative marketing process for affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Administrative Agent shall undertake all of the strategies outlined in the Borough of Red Bank' 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 Determine Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

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

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	
<input type="checkbox"/>	Files To Be Maintained on Every Applicant Preliminary Application Application Form Income Verification Letter of Certification of Eligibility or Letter of Determination of Ineligibility.	
<input type="checkbox"/>	Files to be Maintained on Every Property Housing Inspection Report. Photographs – Before Certification of Property Homeowner's Insurance Property Deed Eligibility or Determination of Ineligibility Work Write-Up/Cost Estimate. Applicant/Contractor Contract Agreement. Mortgage/Lien Documents. Copies of All Required Permits. Contractor Requests for Progress Payments. Progress Payment Inspection Reports. Progress Payment Vouchers. Change Orders (If Needed). Final Inspection Report. Photographs - After Certification of Completion. Certification of Release of Contractor's Bond.	
<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 Program Flyer Program Brochure Flyer mailed Annually to All Property Owners Program information available in municipal building, library and senior center. Program information posted on municipal website. Program posters placed in retail businesses throughout the municipality.	

Rehabilitation Program Audit Checklist For Rental Units

<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	
<input type="checkbox"/>	Files To Be Maintained on Every Applicant Preliminary Application. Application Form. Tenant Information Form Income Verification Letter of Certification of Eligibility or Letter of Determination of Ineligibility	
<input type="checkbox"/>	Files To Be Maintained on Every Rental Unit Base rent Identification as low- or moderate-income Description of number of bedrooms and physical layout Floor plan Application materials, verifications and certifications of all present tenants, pertinent correspondence Copy of lease Appendix K	
<input type="checkbox"/>	Files To Be Maintained on Every Property Deed	

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 19-__**

**A RESOLUTION OF THE BOROUGH COUNCIL ADOPTING A REHABILITATION
PROGRAM MANUAL**

WHEREAS, the Council of the Borough of Red Bank 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, in the Matter of the Borough of Red Bank, County of Monmouth, Docket No. MON-L-2540-15 regarding In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) ("Mount Laurel IV"); and

WHEREAS, in accordance with the regulations of N.J.A.C. 5:93-5.2, et seq. and the terms of the settlement agreement identified above, the Borough of Red Bank is required to adopt a rehabilitation program manual to meet its rehabilitation obligation for the Third Round.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Red Bank, in the County of Monmouth, hereby adopts the Rehabilitation Program Manual, dated March 2019.

I hereby certify the above to be a true copy of a resolution adopted by the Council of the Borough of Red Bank, in the County of Monmouth, at a meeting held on _____.

Pamela Borghi, RMC, CMR, PIO
Borough Clerk

Appendix K



809702

PREPARED BY:

FREDRICK P. NIEMANN
ATTORNEY-AT-LAW

Esq.

MORTGAGE

THIS MORTGAGE (SECURITY INSTRUMENT) made this 11th day of **May, 2001**, between **Ethel F. Brandon** residing at **12 Bank Street, Red Bank, NJ 07701**, (BORROWER(S)); and the Monmouth County Community Development Housing Improvement Program, located at the Hall of Records Annex, 1 East Main Street, Freehold, NJ, 07728 (LENDER).

THE BORROWER(S) has applied for financial assistance under the Monmouth County Community Development Housing Improvement Program for the purpose of correcting housing code violations and making necessary home repairs which render the BORROWER'S property substandard.

THE LENDER has agreed to grant the BORROWER(S) AN INTEREST FREE DEFERRED PAYMENT LOAN in the amount of **\$18,075.00**. This loan is evidenced by BORROWER(S) MORTGAGE NOTE, dated the same date as this SECURITY INSTRUMENT, which provides for the terms of payment, and to which this MORTGAGE is subject. The provisions of the mortgage note are incorporated into this mortgage as if set forth at length herein.

This MORTGAGE shall secure to LENDER the repayment, in addition to the cost of the original cost proposal, any other costs or change orders incurred for the rehabilitation of the BORROWER(S) property. (TOTAL DEBT)

To induce LENDER to grant this loan, and to secure the performance by the BORROWER(S), of the MORTGAGE AND MORTGAGE NOTE, the BORROWER(S), does hereby mortgage, grant and convey to LENDER, its successors and assigns with the power of sale, certain collateral which is all that tract or parcel of land and premises in the County of Monmouth, State of New Jersey, located at **12 Bank Street, Red Bank, NJ 07701**, which are the premises conveyed to BORROWER(S) by deed from **Monica Bibens & Ethel F. Brandon**, Block 78, Lot 17.01, dated **July 7, 1992**, and recorded in the Monmouth County Clerk's Office on **September 15, 1992**, in Book **5167**, pages **0640**.

The BORROWER warrants that BORROWER is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the PROPERTY and that the PROPERTY is unencumbered, except for encumbrances of record. BORROWER warrants and will defend generally the title to the PROPERTY against all claims and demands, subject to any encumbrances of records.

THE BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. BORROWER shall keep the buildings on the premises insured against loss by fire and all other hazards in a sum not less than the amount of this MORTGAGE for the benefit of the LENDER.
2. BORROWER shall keep the buildings on the premises in repair at all times and no building on the premises shall be removed or demolished without the written consent of the LENDER.
3. BORROWER shall comply with the terms of this MORTGAGE and NOTE and the Monmouth County Community Development Housing Improvement Program Guidelines and Procedures.
4. Upon payment in full of all sums secured by this SECURITY INSTRUMENT, pursuant to the terms of the NOTE, LENDER SHALL CANCEL THE SECURITY INSTRUMENT without charge to BORROWER and shall record such cancellation.
5. The LENDER shall have all rights and remedies to insure repayment of the debt and to protect the LENDER'S security interest in the property, including but not limited to acceleration of payment of the debt if the BORROWER fails to perform the covenants and agreements contained in this SECURITY INSTRUMENT or there is a legal proceeding that may significantly affect LENDER'S rights in the property (such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or regulations.)

M. CLAIRE FRENCH
COUNTY CLERK
MONMOUTH COUNTY
NEW JERSEY

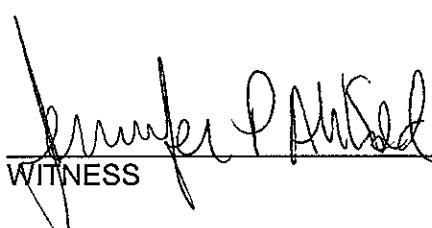
INSTRUMENT NUMBER
2001071060
RECORDED ON
May 21, 2001
3:30:36 PM
BOOK: **OR-8024**
PAGE: **1309**
Total Pages: **6**

COUNTY RECORDING FEES	\$23.00
DEDICATED TRUST FUND COMMISSION	\$2.00
TOTAL	\$25.00

1

6. If all or any part of the property or any interest in it is sold or transferred without LENDER'S prior written consent, LENDER may, at its option, require immediate payment in full of all sums secured by this SECURITY INSTRUMENT. If LENDER exercises this option, LENDER shall give BORROWER notice of acceleration which notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which BORROWER must pay all sums secured by this SECURITY INSTRUMENT. If BORROWER fails to pay these sums prior to the expiration of this period, LENDER may invoke any remedies permitted by this SECURITY INSTRUMENT or by the Laws of the State of New Jersey or Federal Laws without further notice or demand on BORROWER.

IN WITNESS WHEREOF, BORROWER(S) acknowledges that he/she has signed and sealed this AGREEMENT, and that LENDER has furnished BORROWER(S) with a true copy of this document.


WITNESS

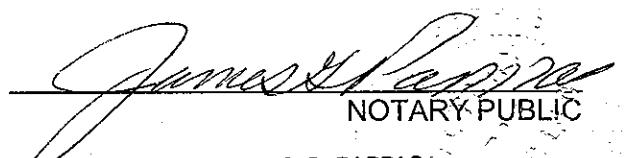

Ethel F. Brandon
BORROWER

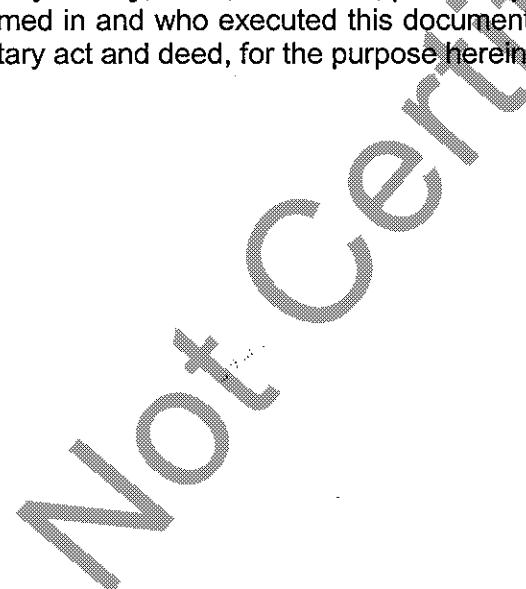

BORROWER

INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey
County of Monmouth

On this 11th day of **May, 2001**, before me, personally appeared **Ethel F. Brandon**, who I am satisfied is the person(s) named in and who executed this document, and who signed, sealed, and delivered the same as his/her voluntary act and deed, for the purpose herein specified.


NOTARY PUBLIC
JAMES G. PAPPAS
Notary Public of New Jersey
My Commission Expires on June 21, 2005


DATE WHEN COMMISSION EXPIRES

MORTGAGE NOTE

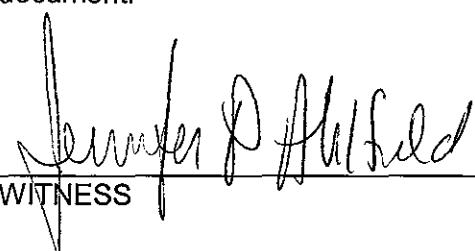
FOR VALUE RECEIVED, the UNDERSIGNED BORROWER(S) promises to pay in accordance with this MORTGAGE NOTE to the order of the Monmouth County Community Development Housing Improvement Program, located at the Hall of Records Annex, 1 East Main Street, Freehold, NJ, 07728 (LENDER), the sum of **\$18,075.00**, (TOTAL DEBT) at no interest, which LENDER has loaned to the BORROWER(S), under the Monmouth County Community Development Housing Improvement Program for the purpose of correcting housing code violations and making necessary home repairs to the BORROWER(S) property located at **12 Bank Street, Red Bank, NJ 07701**, and described in the MORTGAGE signed on the same date as this MORTGAGE NOTE.

BORROWER FURTHER AGREES AS FOLLOWS:

1. To spend for this rehabilitation the total sum of **\$18,075.00**, received from LENDER in the form of an interest free, deferred payment loan, which shall remain a lien on the BORROWER(S) premises for a period of six (6) years from the date of this MORTGAGE NOTE and which must be repaid in the event of the death of the BORROWER, transfer and/or conveyance of title or sale of the property within the six year duration of this MORTGAGE NOTE, with the following provisions:
 - (A) BORROWER agrees to be responsible for any unanticipated and additional costs and expenses incurred for the rehabilitation of BORROWER'S property and understands that any additional monies will be added to the deferred payment loan. (TOTAL DEBT). Said expense will be itemized in a change order document.
 - (B) If the property covered by this NOTE is sold, transferred or conveyed prior to the end of the sixth full year from the date of this NOTE, then BORROWER(S) shall repay, in full, one-hundred percent of the amount of the DEBT immediately.
 - (C) At the end of six full years from the date of this NOTE the TOTAL DEBT is terminated as provided for herein.
2. Payment shall be made to the LENDER, within thirty (30) days of becoming due and payable at the above address of the LENDER.
3. BORROWER(S) will promptly pay all taxes, levies and assessments on the property.
4. The repayment provisions of paragraph 1, (B, & C) shall survive the death of BORROWER and same shall be deemed an obligation of the estate. However, a surviving spouse who is a co-borrower pursuant to this instrument shall retain such rights and such obligations as are provided for in paragraph 1, (B & C) of this MORTGAGE NOTE, notwithstanding the death of the co-borrower.
5. If the BORROWER(S) dies or title to the premises is transferred (excluding surviving spouse) or rented for any reason or the BORROWER ceases to occupy the premises as his/her primary residence, BORROWER(S) or his heirs, executors or representatives shall notify the LENDER within ten (10) days by certified mail at the above address and LENDER shall be entitled to repayment as set forth above.
6. BORROWER(S) agrees that while the loan remains outstanding, BORROWER(S) shall keep the premises in good repair without permitting deterioration of the property.
7. BORROWER(S) agrees to comply with all laws, ordinances, regulations, covenants, and restrictions affecting this property.
8. LENDER or his agent may make reasonable inspection of the property, provided the LENDER gives reasonable notice to BORROWER(S) prior to inspection.
9. The BORROWER(S) agrees to comply with the terms of this MORTGAGE NOTE, the related MORTGAGE, and The Monmouth County Community Development Housing Improvement Program Guidelines and Procedures. Should BORROWER(S) fail to comply with any term of this MORTGAGE NOTE or of the accompanying MORTGAGE, BORROWER(S) will be in default and the entire LOAN shall immediately become due and payable. In the event of a foreclosure, BORROWER(S) shall be responsible for all legal fees, cost of suit, and expenses of the foreclosure. In addition, LENDER may take whatever measures are necessary to preserve the value of the property.

10. BORROWER(S) agrees that the principal amount of this NOTE may be reduced by an endorsement to this MORTGAGE NOTE executed by an authorized official of the LENDER and the date and amount of payments, including the final payment, may be amended without the necessity of BORROWER(S) to re-execute this MORTGAGE NOTE.
11. BORROWER(S) agrees to execute or re-execute any and all documents reasonably requested by the LENDER in accordance with regulations governing this transaction. Failure to comply with this paragraph shall be deemed an act of default entitling the LENDER to remedies specified in paragraph 9 herein.
12. The undersigned, if more than one, agree to be jointly and severally liable for this LOAN, and the term BORROWER(S), as used in this document, means any one or all of them.

BORROWER(S) acknowledge that LENDER has furnished BORROWER(S) with a true copy of this document.



WITNESS



Ethel F. Brandon
BORROWER

BORROWER

DATE

5/11/01

Not Certified Copy

MORTGAGE NOTE

FROM: **Ethel F. Brandon**
12 Bank Street
Red Bank, NJ 07701

BORROWER(S),

TO: **MONMOUTH COUNTY**
COMMUNITY DEVELOPMENT
HOUSING IMPROVEMENT PROGRAM

LENDER.

DATED: **May 11, 2001**

Record & Return to:

COMMUNITY DEVELOPMENT PROGRAM
COUNTY OF MONMOUTH
HALL OF RECORDS ANNEX
FREEHOLD, NJ 07728

Attention: **Virginia A. Edwards**

#999 voucher

CANCELLATION

The face amount of the within MORTGAGE is hereby reduced to the principal sum of

_____ dollars (_____).

MONMOUTH COUNTY COMMUNITY DEVELOPMENT HOUSING IMPROVEMENT PROGRAM

BY _____

(Authorized Official)

TO THE COUNTY RECORDING OFFICER OF MONMOUTH COUNTY:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated: _____

_____ (Seal)

I certify that the signature of the Lender is genuine.

Record & Return to:

COMMUNITY DEVELOPMENT PROGRAM
COUNTY OF MONMOUTH
HALL OF RECORDS ANNEX
FREEHOLD, NJ 07728

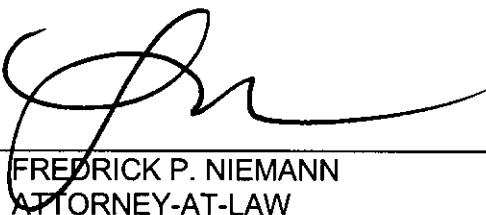
Attention: Virginia A. Edwards

MAY 31 2007 (b)



205651

PREPARED BY:


FREDRICK P. NIEMANN
ATTORNEY-AT-LAW

Esq.

MORTGAGE

THIS MORTGAGE (SECURITY INSTRUMENT) made this 25th day of May, 2007, between **Brenda Terry**, residing at **12 Leonard St, Red Bank NJ 07701**, (BORROWER(S)); and the Monmouth County Community Development Housing Improvement Program, located at the Hall of Records Annex, 1 East Main Street, Freehold, NJ, 07728 (LENDER).

THE BORROWER(S) has applied for financial assistance under the Monmouth County Community Development Housing Improvement Program for the purpose of correcting housing code violations and making necessary home repairs which render the BORROWER'S property substandard.

THE LENDER has agreed to grant the BORROWER(S) AN INTEREST FREE DEFERRED PAYMENT LOAN in the amount **\$20,125.00**. This loan is evidenced by BORROWER(S) MORTGAGE NOTE, dated the same date as this SECURITY INSTRUMENT, which provides for the terms of payment, and to which this MORTGAGE is subject. The provisions of the mortgage note are incorporated into this mortgage as if set forth at length herein.

This MORTGAGE shall secure to LENDER the repayment, in addition to the cost of the original cost proposal, any other costs or change orders incurred for the rehabilitation of the BORROWER(S) property. (TOTAL DEBT)

To induce LENDER to grant this loan, and to secure the performance by the BORROWER(S), of the MORTGAGE AND MORTGAGE NOTE, the BORROWER(S), does hereby mortgage, grant and convey to LENDER, its successors and assigns with the power of sale, certain collateral which is all that tract or parcel of land and premises in the County of Monmouth, State of New Jersey, located at **12 Leonard St, Red Bank NJ 07701**, (the "MORTGAGED PREMISES"), which are the premises conveyed to BORROWER(S) by deed from **Georgianna L. Terry**, Block 75.05, Lot 20, dated **September 17, 2004**, and recorded in the Monmouth County Clerk's Office on **January 28, 2005**, in Book **OR-8433**, pages **542**.

The BORROWER warrants that BORROWER is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the PROPERTY and that the PROPERTY is unencumbered, except for encumbrances of record. BORROWER warrants and will defend generally the title to the PROPERTY against all claims and demands, subject to any encumbrances of records.

THE BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. BORROWER shall keep the buildings on the premises insured against loss by fire and all other hazards in a sum not less than the amount of this MORTGAGE for the benefit of the LENDER.
2. BORROWER shall keep the buildings on the premises in repair at all times and no building on the premises shall be removed or demolished without the written consent of the LENDER.
3. BORROWER shall comply with the terms of this MORTGAGE and NOTE and the Monmouth County Community Development Housing Improvement Program Guidelines and Procedures.
4. Upon payment in full of all sums secured by this SECURITY INSTRUMENT, pursuant to the terms of the NOTE, LENDER SHALL CANCEL THE SECURITY INSTRUMENT without charge to BORROWER and shall record such cancellation.
5. The LENDER shall have all rights and remedies to insure repayment of the debt and to protect the LENDER'S security interest in the property, including but not limited to acceleration of payment of the debt if the BORROWER fails to perform the covenants and agreements contained in this SECURITY INSTRUMENT or there is a legal proceeding that may significantly affect LENDER'S rights in the property (such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or regulations.)

1 CLAIRE FRENCH, CTY CLK
MONMOUTH COUNTY, NJ
INSTRUMENT NUMBER
2007077164
RECORDED ON
Jun 04, 2007
10:58:01 AM
300K: OR-8655
PAGE: 6909
Total Pages: 6
DRAFT PAID
\$0.00

6. If all or any part of the MORTGAGED PREMISES or any interest in it is sold or transferred without LENDER'S prior written consent or, if the MORTGAGED PREMISES fails to be owner-occupied at any time during the term of this MORTGAGE, as set forth in the MORTGAGE NOTE, LENDER may, at its option, require immediate payment in full of all sums secured by this SECURITY INSTRUMENT. If LENDER exercises this option, LENDER shall give BORROWER notice of acceleration which notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which BORROWER must pay all sums secured by this SECURITY INSTRUMENT. If BORROWER fails to pay these sums prior to the expiration of this period, LENDER may invoke any remedies permitted by this SECURITY INSTRUMENT or by the Laws of the State of New Jersey or Federal Laws without further notice or demand on BORROWER.

IN WITNESS WHEREOF, BORROWER(S) acknowledges that he/she has signed and sealed this AGREEMENT, and that LENDER has furnished BORROWER(S) with a true copy of this document.

Debra Ann
WITNESS

Brenda Terry
Brenda Terry
BORROWER

BORROWER

INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey
County of Monmouth

On this 25th day of May, 2007, before me, personally appeared **Brenda Terry**, who I am satisfied is the person(s) named in and who executed this document, and who signed, sealed, and delivered the same as his/her voluntary act and deed, for the purpose herein specified.

Ralph Apicelli

NOTARY PUBLIC

RALPH APICELLI
Notary Public
State of New Jersey
My Commission Expires Aug. 6, 2009

DATE WHEN COMMISSION EXPIRES

CANCELLATION

The face amount of the within MORTGAGE is hereby reduced to the principal sum of

_____ dollars (_____).

MONMOUTH COUNTY COMMUNITY DEVELOPMENT HOUSING IMPROVEMENT PROGRAM

BY _____

(Authorized Official)

TO THE COUNTY RECORDING OFFICER OF MONMOUTH COUNTY:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated: _____

_____ (Seal)

I certify that the signature of the Lender is genuine.

Record & Return to: (No charge)
Virginia A. Edwards
COMMUNITY DEVELOPMENT PROGRAM
COUNTY OF MONMOUTH
HALL OF RECORDS ANNEX
FREEHOLD, NJ 07728

Attention: Virginia A. Edwards

MORTGAGE NOTE

FOR VALUE RECEIVED, the UNDERSIGNED BORROWER(S) promises to pay in accordance with this MORTGAGE NOTE to the order of the Monmouth County Community Development Housing Improvement Program, located at the Hall of Records Annex, 1 East Main Street, Freehold, NJ, 07728 (LENDER), the sum of **\$20,125.00** (TOTAL DEBT) at no interest, which LENDER has loaned to the BORROWER(S), under the Monmouth County Community Development Housing Improvement Program for the purpose of correcting housing code violations and making necessary home repairs to the BORROWER(S) property located at **12 Leonard St, Red Bank NJ 07701**, and described in the MORTGAGE signed on the same date as this MORTGAGE NOTE.

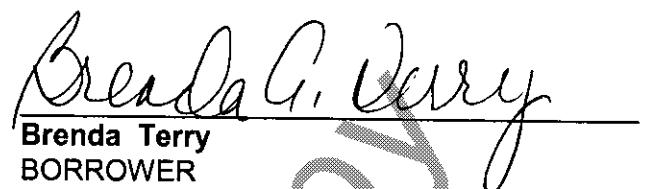
BORROWER FURTHER AGREES AS FOLLOWS:

1. To spend for this rehabilitation the total sum of **\$20,125.00** received from LENDER in the form of an interest free, deferred payment loan, which shall remain a lien on the BORROWER(S) premises for a period of ten (10) years from the date of this MORTGAGE NOTE and which must be repaid in the event of the death of the BORROWER, transfer and/or conveyance of title or sale of the property within the ten year duration of this MORTGAGE NOTE, with the following provisions:
 - (A) BORROWER agrees to be responsible for any unanticipated and additional costs and expenses incurred for the rehabilitation of BORROWER'S property and understands that any additional monies will be added to the deferred payment loan. (TOTAL DEBT). Said expense will be itemized in a change order document.
 - (B) If the property covered by this NOTE is rented, sold, transferred or conveyed prior to the end of the tenth full year from the date of this NOTE, then BORROWER(S) shall repay, in full, one-hundred percent of the amount of the DEBT immediately.
 - (C) At the end of ten full years from the date of this NOTE the TOTAL DEBT is terminated as provided for herein.
2. Payment shall be made to the LENDER, within thirty (30) days of becoming due and payable at the above address of the LENDER.
3. BORROWER(S) will promptly pay all taxes, levies and assessments on the property.
4. The repayment provisions of paragraph 1, (B, & C) shall survive the death of BORROWER and same shall be deemed an obligation of the estate. However, a surviving spouse who is a co-borrower pursuant to this instrument shall retain such rights and such obligations as are provided for in paragraph 1, (B & C) of this MORTGAGE NOTE, notwithstanding the death of the co-borrower.
5. If the BORROWER(S) dies or title to the premises is transferred (excluding surviving spouse) or rented for any reason or the BORROWER ceases to occupy the premises as his/her primary residence, BORROWER(S) or his heirs, executors or representatives shall notify the LENDER within ten (10) days by certified mail at the above address and LENDER shall be entitled to repayment as set forth above.
6. BORROWER(S) agrees that while the loan remains outstanding, BORROWER(S) shall keep the premises in good repair without permitting deterioration of the property.
7. BORROWER(S) agrees to comply with all laws, ordinances, regulations, covenants, and restrictions affecting this property.
8. LENDER or his agent may make reasonable inspection of the property, provided the LENDER gives reasonable notice to BORROWER(S) prior to inspection.
9. The BORROWER(S) agrees to comply with the terms of this MORTGAGE NOTE, the related MORTGAGE, and The Monmouth County Community Development Housing Improvement Program Guidelines and Procedures. Should BORROWER(S) fail to comply with any term of this MORTGAGE NOTE or of the accompanying MORTGAGE, BORROWER(S) will be in default and the entire LOAN shall immediately become due and payable. In the event of a foreclosure, BORROWER(S) shall be responsible for all legal fees, cost of suit, and expenses of the foreclosure. In addition, LENDER may take whatever measures are necessary to preserve the value of the property.

10. BORROWER(S) agrees that the principal amount of this NOTE may be reduced by an endorsement to this MORTGAGE NOTE executed by an authorized official of the LENDER and the date and amount of payments, including the final payment, may be amended without the necessity of BORROWER(S) to re-execute this MORTGAGE NOTE.
11. BORROWER(S) agrees to execute or re-execute any and all documents reasonably requested by the LENDER in accordance with regulations governing this transaction. Failure to comply with this paragraph shall be deemed an act of default entitling the LENDER to remedies specified in paragraph 9 herein.
12. The undersigned, if more than one, agree to be jointly and severally liable for this LOAN, and the term BORROWER(S), as used in this document, means any one or all of them.

BORROWER(S) acknowledge that LENDER has furnished BORROWER(S) with a true copy of this document.


WITNESS


Brenda Terry
BORROWER

BORROWER


DATE

Not Certified Copy

MORTGAGE NOTE

FROM: **Brenda Terry and
12 Leonard St
Red Bank, NJ 07701**

BORROWER(S),

TO: **MONMOUTH COUNTY
COMMUNITY DEVELOPMENT
HOUSING IMPROVEMENT PROGRAM**

LENDER.

DATED: **5/25/2007**

Record & Return to:

COMMUNITY DEVELOPMENT PROGRAM
COUNTY OF MONMOUTH
HALL OF RECORDS ANNEX
FREEHOLD, NJ 07728

Attention: **Virginia A. Edwards**

BOB NELSON

PLUMBING & HEATING INC.
3430 SUNSET AVE. UNIT 23
OCEAN, NJ 07712
732 922 1510

Estimate

Date	Estimate #
7/24/2007	1282

Monmouth County Social Services
Unit 835, PO Box 3000
Freehold, NJ 07728
Attn: Patrick O'Connor

Project

72 Bank Street

Item	Description	Total
Labor/Service	<p>Block 78 Lot 20</p> <p>Dig up and replace sewer line from house to curb.</p> <p>Does not include repair to concrete apron for driveway or crushed stone that will replace asphalt that has been dug up.</p>	4,500.00
If above prices, specifications are satisfactory and are hereby accepted, please sign below.		Total \$4,500.00

Signature

CDBG

PREPARED BY:

FREDRICK P. NIEMANN
ATTORNEY-AT-LAW

Esq.



00B205

MORTGAGE

THIS MORTGAGE (SECURITY INSTRUMENT) made this 22nd day of October, 2008, between **Gwendolyn Henderson** residing at **32 West Westside Dr, Red Bank NJ 07701**, (BORROWER(S)); and the Monmouth County Community Development Housing Improvement Program, located at the Hall of Records Annex, 1 East Main Street, Freehold, NJ, 07728 (LENDER).

THE BORROWER(S) has applied for financial assistance under the Monmouth County Community Development Housing Improvement Program for the purpose of correcting housing code violations and making necessary home repairs which render the BORROWER'S property substandard.

THE LENDER has agreed to grant the BORROWER(S) AN INTEREST FREE DEFERRED PAYMENT LOAN in the amount **\$27,360.00**. This loan is evidenced by BORROWER(S) MORTGAGE NOTE, dated the same date as this SECURITY INSTRUMENT, which provides for the terms of payment, and to which this MORTGAGE is subject. The provisions of the mortgage note are incorporated into this mortgage as if set forth at length herein.

This MORTGAGE shall secure to LENDER the repayment, in addition to the cost of the original cost proposal, any other costs or change orders incurred for the rehabilitation of the BORROWER(S) property. (TOTAL DEBT)

To induce LENDER to grant this loan, and to secure the performance by the BORROWER(S), of the MORTGAGE AND MORTGAGE NOTE, the BORROWER(S), does hereby mortgage, grant and convey to LENDER, its successors and assigns with the power of sale, certain collateral which is all that tract or parcel of land and premises in the County of Monmouth, State of New Jersey, located at **32 West Westside Dr, Red Bank NJ 07701**, (the "MORTGAGED PREMISES"), which are the premises conveyed to BORROWER(S) by deed from **Secretary of Housing and Urban Development, Washington, D.C.**, Block 89, Lot 26.01, dated **September 12, 1980**, and recorded in the Monmouth County Clerk's Office on **September 30, 1980**, in Book 4259, pages 695.

The BORROWER warrants that BORROWER is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the PROPERTY and that the PROPERTY is unencumbered, except for encumbrances of record. BORROWER warrants and will defend generally the title to the PROPERTY against all claims and demands, subject to any encumbrances of records.

THE BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. BORROWER shall keep the buildings on the premises insured against loss by fire and all other hazards in a sum not less than the amount of this MORTGAGE for the benefit of the LENDER.
2. BORROWER shall keep the buildings on the premises in repair at all times and no building on the premises shall be removed or demolished without the written consent of the LENDER.
3. BORROWER shall comply with the terms of this MORTGAGE and NOTE and the Monmouth County Community Development Housing Improvement Program Guidelines and Procedures.
4. Upon payment in full of all sums secured by this SECURITY INSTRUMENT, pursuant to the terms of the NOTE, LENDER SHALL CANCEL THE SECURITY INSTRUMENT without charge to BORROWER and shall record such cancellation.
5. The LENDER shall have all rights and remedies to insure repayment of the debt and to protect the LENDER'S security interest in the property, including but not limited to acceleration of payment of the debt if the BORROWER fails to perform the covenants and agreements contained in this SECURITY INSTRUMENT or there is a legal proceeding that may significantly affect LENDER'S rights in the property (such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or regulations.)

CLARE FRENCH, CTY CLK
MONMOUTH COUNTY, NJ
INSTRUMENT NUMBER
2009044307
RECORDED IN
APR 29, 2009
9:26:30 AM
BOOK: OR-8769
PAGE: 9439
Total Pages: 6
COUNTRY RECORDING
FEE
TOTAL PAID
\$0.00
\$0.00

6. If all or any part of the MORTGAGED PREMISES or any interest in it is sold or transferred without LENDER'S prior written consent or, if the MORTGAGED PREMISES fails to be owner-occupied at any time during the term of this MORTGAGE, as set forth in the MORTGAGE NOTE, LENDER may, at its option, require immediate payment in full of all sums secured by this SECURITY INSTRUMENT. If LENDER exercises this option, LENDER shall give BORROWER notice of acceleration which notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which BORROWER must pay all sums secured by this SECURITY INSTRUMENT. If BORROWER fails to pay these sums prior to the expiration of this period, LENDER may invoke any remedies permitted by this SECURITY INSTRUMENT or by the Laws of the State of New Jersey or Federal Laws without further notice or demand on BORROWER.

IN WITNESS WHEREOF, BORROWER(S) acknowledges that he/she has signed and sealed this AGREEMENT, and that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS



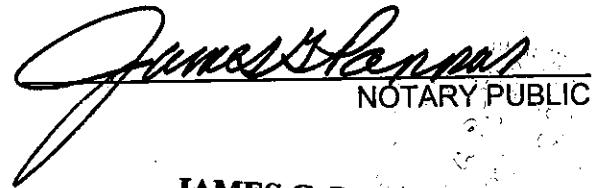
Gwendolyn Henderson
BORROWER

BORROWER

INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey
County of Monmouth

On this **22nd** day of **October, 2008**, before me, personally appeared **Gwendolyn Henderson**, who I am satisfied is the person(s) named in and who executed this document, and who signed, sealed, and delivered the same as his/her voluntary act and deed, for the purpose herein specified.



NOTARY PUBLIC

JAMES G. PAPPAS
Notary Public of New Jersey
My Commission Expires 6/21/10

DATE WHEN COMMISSION EXPIRES

CANCELLATION

The face amount of the within MORTGAGE is hereby reduced to the principal sum of

_____ dollars (_____).

MONMOUTH COUNTY COMMUNITY DEVELOPMENT HOUSING IMPROVEMENT PROGRAM

BY _____

(Authorized Official)

TO THE COUNTY RECORDING OFFICER OF MONMOUTH COUNTY:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated: _____

(Seal)

I certify that the signature of the Lender is genuine.

Record & Return to:

COMMUNITY DEVELOPMENT PROGRAM
COUNTY OF MONMOUTH
HALL OF RECORDS ANNEX
FREEHOLD, NJ 07728

Attention: Virginia A. Edwards

MORTGAGE NOTE

FOR VALUE RECEIVED, the UNDERSIGNED BORROWER(S) promises to pay in accordance with this MORTGAGE NOTE to the order of the Monmouth County Community Development Housing Improvement Program, located at the Hall of Records Annex, 1 East Main Street, Freehold, NJ, 07728 (LENDER), the sum of **\$27,360.00** (TOTAL DEBT) at no interest, which LENDER has loaned to the BORROWER(S), under the Monmouth County Community Development Housing Improvement Program for the purpose of correcting housing code violations and making necessary home repairs to the BORROWER(S) property located at **32 West Westside Dr, Red Bank NJ 07701**, and described in the MORTGAGE signed on the same date as this MORTGAGE NOTE.

BORROWER FURTHER AGREES AS FOLLOWS:

1. To spend for this rehabilitation the total sum of **\$27,360.00** received from LENDER in the form of an interest free, deferred payment loan, which shall remain a lien on the BORROWER(S) premises for a period of ten (10) years from the date of this MORTGAGE NOTE and which must be repaid in the event of the death of the BORROWER, transfer and/or conveyance of title or sale of the property within the ten year duration of this MORTGAGE NOTE, with the following provisions:
 - (A) BORROWER agrees to be responsible for any unanticipated and additional costs and expenses incurred for the rehabilitation of BORROWER'S property and understands that any additional monies will be added to the deferred payment loan. (TOTAL DEBT). Said expense will be itemized in a change order document.
 - (B) If the property covered by this NOTE is rented, sold, transferred or conveyed prior to the end of the tenth full year from the date of this NOTE, then BORROWER(S) shall repay, in full, one-hundred percent of the amount of the DEBT immediately.
 - (C) At the end of ten full years from the date of this NOTE the TOTAL DEBT is terminated as provided for herein.
2. Payment shall be made to the LENDER, within thirty (30) days of becoming due and payable at the above address of the LENDER.
3. BORROWER(S) will promptly pay all taxes, levies and assessments on the property.
4. The repayment provisions of paragraph 1, (B, & C) shall survive the death of BORROWER and same shall be deemed an obligation of the estate. However, a surviving spouse who is a co-borrower pursuant to this instrument shall retain such rights and such obligations as are provided for in paragraph 1, (B & C) of this MORTGAGE NOTE, notwithstanding the death of the co-borrower.
5. If the BORROWER(S) dies or title to the premises is transferred (excluding surviving spouse) or rented for any reason or the BORROWER ceases to occupy the premises as his/her primary residence, BORROWER(S) or his heirs, executors or representatives shall notify the LENDER within ten (10) days by certified mail at the above address and LENDER shall be entitled to repayment as set forth above.
6. BORROWER(S) agrees that while the loan remains outstanding, BORROWER(S) shall keep the premises in good repair without permitting deterioration of the property.
7. BORROWER(S) agrees to comply with all laws, ordinances, regulations, covenants, and restrictions affecting this property.
8. LENDER or his agent may make reasonable inspection of the property, provided the LENDER gives reasonable notice to BORROWER(S) prior to inspection.
9. The BORROWER(S) agrees to comply with the terms of this MORTGAGE NOTE, the related MORTGAGE, and The Monmouth County Community Development Housing Improvement Program Guidelines and Procedures. Should BORROWER(S) fail to comply with any term of this MORTGAGE NOTE or of the accompanying MORTGAGE, BORROWER(S) will be in default and the entire LOAN shall immediately become due and payable. In the event of a foreclosure, BORROWER(S) shall be responsible for all legal fees, cost of suit, and expenses of the foreclosure. In addition, LENDER may take whatever measures are necessary to preserve the value of the property.

10. BORROWER(S) agrees that the principal amount of this NOTE may be reduced by an endorsement to this MORTGAGE NOTE executed by an authorized official of the LENDER and the date and amount of payments, including the final payment, may be amended without the necessity of BORROWER(S) to re-execute this MORTGAGE NOTE.
11. BORROWER(S) agrees to execute or re-execute any and all documents reasonably requested by the LENDER in accordance with regulations governing this transaction. Failure to comply with this paragraph shall be deemed an act of default entitling the LENDER to remedies specified in paragraph 9 herein.
12. The undersigned, if more than one, agree to be jointly and severally liable for this LOAN, and the term BORROWER(S), as used in this document, means any one or all of them.

BORROWER(S) acknowledge that LENDER has furnished BORROWER(S) with a true copy of this document.

Raymond J. Jarmer
WITNESS

Gwendolyn Henderson
BORROWER

BORROWER

DATE

Not Certified Copy

MORTGAGE NOTE

FROM: **Gwendolyn Henderson and
32 West Westside Dr
Red Bank, NJ 07701**

BORROWER(S),

TO: **MONMOUTH COUNTY
COMMUNITY DEVELOPMENT
HOUSING IMPROVEMENT PROGRAM**

LENDER.

DATED: **10/22/2008**

Record & Return to:

n/c

**COMMUNITY DEVELOPMENT PROGRAM
COUNTY OF MONMOUTH
HALL OF RECORDS ANNEX
FREEHOLD, NJ 07728**

Attention: **Virginia A. Edwards**

LINO P BRANCO CONTRACTING L.L.C.

404 Oaktree Road
Freehold, NJ 07728

732-938-2126

PROPOSAL

1664

Page No. 1 of 1 Pages

DESCRIPTION OF JOB

Block 92 Lot 12

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

- REPAIR 22' LF OF LEAKING FOUNDATION
- REMOVE ALL DIRT TO FOOTING, CLEAN FOUNDATION AND INSTALL WATERPROOFING SEALER AND BACKFILL
- INSTALL NEW ELECTRIC PUMP FOR WASHER (SELF AUTOMATED)
- UNDER SLOPSINK IN BASEMENT
- INSTALL NEW HARDWARE FROM NEW PUMP INTO EXISTING SEWER WASTE CONNECTION
- REPAIR EXISTING 2" SEWER WASTE CONNECTION, INSTALL NEW NIPPLE & FITTINGS

DPR
2008

We hereby propose to furnish material and labor, complete in accordance with above specifications, for the

sum of TWO THOUSAND NINE HUNDRED EIGHTY ~~00~~⁰⁰ dollars (\$ 2980.00)with payment to be made as follows: UPON CONFACTION

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
SignatureNote: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



00AH43

PREPARED BY:

MEGHAN BENNETT CLARK

Esq.

MAY 21 2009

MORTGAGE

THIS MORTGAGE (SECURITY INSTRUMENT) made this 22nd day of April, 2009, between Anne R. Murray residing at 27 Waverly Place, Red Bank NJ 07701, (BORROWER(S)); and the Monmouth County Community Development Housing Improvement Program, located at the Hall of Records Annex, 1 East Main Street, Freehold, NJ, 07728 (LENDER).

THE BORROWER(S) has applied for financial assistance under the Monmouth County Community Development Housing Improvement Program for the purpose of correcting housing code violations and making necessary home repairs which render the BORROWER'S property substandard.

THE LENDER has agreed to grant the BORROWER(S) AN INTEREST FREE DEFERRED PAYMENT LOAN in the amount \$17,350.00. This loan is evidenced by BORROWER(S) MORTGAGE NOTE, dated the same date as this SECURITY INSTRUMENT, which provides for the terms of payment, and to which this MORTGAGE is subject. The provisions of the mortgage note are incorporated into this mortgage as if set forth at length herein.

This MORTGAGE shall secure to LENDER the repayment, in addition to the cost of the original cost proposal, any other costs or change orders incurred for the rehabilitation of the BORROWER(S) property. (TOTAL DEBT)

To induce LENDER to grant this loan, and to secure the performance by the BORROWER(S), of the MORTGAGE AND MORTGAGE NOTE, the BORROWER(S), does hereby mortgage, grant and convey to LENDER, its successors and assigns with the power of sale, certain collateral which is all that tract or parcel of land and premises in the County of Monmouth, State of New Jersey, located at 27 Waverly Place, Red Bank NJ 07701, (the "MORTGAGED PREMISES"), which are the premises conveyed to BORROWER(S) by deed from Rodger A. Miller, Block 102, Lot 14, dated January 13, 2004, and recorded in the Monmouth County Clerk's Office on February 25, 2004, in Book OR-8334 pages 3263.

The BORROWER warrants that BORROWER is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the PROPERTY and that the PROPERTY is unencumbered, except for encumbrances of record. BORROWER warrants and will defend generally the title to the PROPERTY against all claims and demands, subject to any encumbrances of records.

THE BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. BORROWER shall keep the buildings on the premises insured against loss by fire and all other hazards in a sum not less than the amount of this MORTGAGE for the benefit of the LENDER.
2. BORROWER shall keep the buildings on the premises in repair at all times and no building on the premises shall be removed or demolished without the written consent of the LENDER.
3. BORROWER shall comply with the terms of this MORTGAGE and NOTE and the Monmouth County Community Development Housing Improvement Program Guidelines and Procedures.
4. Upon payment in full of all sums secured by this SECURITY INSTRUMENT, pursuant to the terms of the NOTE, LENDER SHALL CANCEL THE SECURITY INSTRUMENT without charge to BORROWER and shall record such cancellation.
5. The LENDER shall have all rights and remedies to insure repayment of the debt and to protect the LENDER'S security interest in the property, including but not limited to acceleration of payment of the debt if the BORROWER fails to perform the covenants and agreements contained in this SECURITY INSTRUMENT or there is a legal proceeding that may significantly affect LENDER'S rights in the property (such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or regulations.)

CLARE FRENCH, CLK
MONMOUTH COUNTY, NJ
INSTRUMENT NUMBER 2009054-926
RECORDED ON May 21, 2009
10:12:03 AM
BOOK: OR-8774
PAGE: 4-584
Total Pages: 7
COUNTY RECORDING \$0.00
FEES \$0.00
TOTAL PAID \$0.00

6. If all or any part of the MORTGAGED PREMISES or any interest in it is sold or transferred without LENDER'S prior written consent or, if the MORTGAGED PREMISES fails to be owner-occupied at any time during the term of this MORTGAGE, as set forth in the MORTGAGE NOTE, LENDER may, at its option, require immediate payment in full of all sums secured by this SECURITY INSTRUMENT. If LENDER exercises this option, LENDER shall give BORROWER notice of acceleration which notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which BORROWER must pay all sums secured by this SECURITY INSTRUMENT. If BORROWER fails to pay these sums prior to the expiration of this period, LENDER may invoke any remedies permitted by this SECURITY INSTRUMENT or by the Laws of the State of New Jersey or Federal Laws without further notice or demand on BORROWER.

SUBORDINATION

There is no right to subordination without the written consent of the LENDER. The LENDER will not consider/permit a subordination of the loan secured by this Mortgage, unless a request for same is submitted in writing and meets the subordination policy delineated in the Monmouth County Community Development Housing Improvement Program Procedural Guide, as amended.

RIGHT OF RECAPTURE

In the event of a foreclosure on the Property within the restricted period, the net proceeds (if any) of the foreclosure sale shall be used to repay in full (one-hundred percent) of all sums secured by this Mortgage. Net proceeds are the funds remaining after the superior lien(s) are satisfied. If there are no net proceeds, then there is not recapture obligation.

NO WAIVER BY LENDER

The LENDER may exercise any right under this Mortgage or under any law, even if the LENDER delays in exercising that right. The LENDER may enforce any of the provisions of the Note and this Mortgage against any one or more the the BORROWER(S) who sign this Mortgage. The BORROWER(S) hereby waive the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other obligation secured by this Mortgage, to the maximum extent permitted by law.

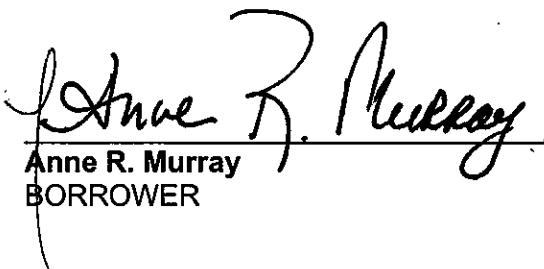
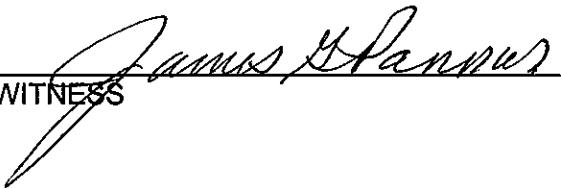
NO ORAL CHANGES

This Mortgage can only be changed by an agreement in writing signed by both the BORROWER(S) and the LENDER.

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

IN WITNESS WHEREOF, BORROWER(S) acknowledges that he/she has signed and sealed this AGREEMENT, and that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS



Anne R. Murray
BORROWER

BORROWER

INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey
County of Monmouth

On this **22nd** day of **April, 2009**, before me, personally appeared **Anne R. Murray**, who I am satisfied is the person(s) named in and who executed this document, and who signed, sealed, and delivered the same as his/her voluntary act and deed, for the purpose herein specified.



NOTARY PUBLIC

RAYMOND J. JARMER
Notary Public
State Of New Jersey
My Commission Expires 1/21/2012

DATE WHEN COMMISSION EXPIRES

Not Certified Copy

CANCELLATION

The face amount of the within MORTGAGE is hereby reduced to the principal sum of

_____ dollars (_____).

MONMOUTH COUNTY COMMUNITY DEVELOPMENT HOUSING IMPROVEMENT PROGRAM

BY _____

(Authorized Official)

TO THE COUNTY RECORDING OFFICER OF MONMOUTH COUNTY:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated: _____

_____ (Seal)

I certify that the signature of the Lender is genuine.

Record & Return to:

COMMUNITY DEVELOPMENT PROGRAM
COUNTY OF MONMOUTH
HALL OF RECORDS ANNEX
FREEHOLD, NJ 07728

Attention: Virginia A. Edwards

(No change)
R-TN via Interoffice
mail to:

MORTGAGE NOTE

FOR VALUE RECEIVED, the UNDERSIGNED BORROWER(S) promises to pay in accordance with this MORTGAGE NOTE to the order of the Monmouth County Community Development Housing Improvement Program, located at the Hall of Records Annex, 1 East Main Street, Freehold, NJ, 07728 (LENDER), the sum of **\$17,350.00** (TOTAL DEBT) at no interest, which LENDER has loaned to the BORROWER(S), under the Monmouth County Community Development Housing Improvement Program for the purpose of correcting housing code violations and making necessary home repairs to the BORROWER(S) property located at **27 Waverly Place, Red Bank NJ 07701**, and described in the MORTGAGE signed on the same date as this MORTGAGE NOTE.

BORROWER FURTHER AGREES AS FOLLOWS:

1. To spend for this rehabilitation the total sum of **\$17,350.00** received from LENDER in the form of an interest free, deferred payment loan, which shall remain a lien on the BORROWER(S) premises for a period of ten (10) years from the date of this MORTGAGE NOTE and which must be repaid in the event of the death of the BORROWER, transfer and/or conveyance of title or sale of the property within the ten year duration of this MORTGAGE NOTE, with the following provisions:
 - (A) BORROWER agrees to be responsible for any unanticipated and additional costs and expenses incurred for the rehabilitation of BORROWER'S property and understands that any additional monies will be added to the deferred payment loan. (TOTAL DEBT). Said expense will be itemized in a change order document.
 - (B) If the property covered by this NOTE is rented, sold, transferred or conveyed prior to the end of the tenth full year from the date of this NOTE, then BORROWER(S) shall repay, in full, one-hundred percent of the amount of the DEBT immediately.
 - (C) At the end of ten full years from the date of this NOTE the TOTAL DEBT is terminated as provided for herein.
2. In the event of a foreclosure on the Property within the restricted period, the net proceeds (if any) of the foreclosure sale shall be used to repay in full (one-hundred percent) of the DEBT the LENDER. Net proceeds are the funds remaining after the superior lien(s) are satisfied. If there are no net proceeds, then there is no recapture obligation.
3. Payment shall be made to the LENDER, within thirty (30) days of becoming due and payable at the above address of the LENDER.
4. BORROWER(S) will promptly pay all taxes, levies and assessments on the property.
5. The repayment provisions of paragraph 1, (B, & C) shall survive the death of BORROWER and same shall be deemed an obligation of the estate. However, a surviving spouse who is a co-borrower pursuant to this instrument shall retain such rights and such obligations as are provided for in paragraph 1, (B & C) of this MORTGAGE NOTE, notwithstanding the death of the co-borrower.
6. If the BORROWER(S) dies or title to the premises is transferred (excluding surviving spouse) or rented for any reason or the BORROWER ceases to occupy the premises as his/her primary residence, BORROWER(S) or his heirs, executors or representatives shall notify the LENDER within ten (10) days by certified mail at the above address and LENDER shall be entitled to repayment as set forth above.
7. BORROWER(S) agrees that while the loan remains outstanding, BORROWER(S) shall keep the premises in good repair without permitting deterioration of the property.
8. BORROWER(S) agrees to comply with all laws, ordinances, regulations, covenants, and restrictions affecting this property.
9. LENDER or his agent may make reasonable inspection of the property, provided the LENDER gives reasonable notice to BORROWER(S) prior to inspection.
10. The BORROWER(S) agrees to comply with the terms of this MORTGAGE NOTE, the related MORTGAGE, and The Monmouth County Community Development Housing Improvement Program Guidelines and Procedures. Should BORROWER(S) fail to comply with any term of this MORTGAGE NOTE or of the accompanying MORTGAGE, BORROWER(S) will be in default and the entire LOAN shall immediately become due and payable. In the event of a foreclosure, BORROWER(S) shall be responsible for all legal fees, cost of suit, and expenses of the foreclosure. In addition, LENDER may take whatever measures are necessary to preserve the value of the property.
11. BORROWER(S) agrees that the principal amount of this NOTE may be reduced by an endorsement

to this MORTGAGE NOTE executed by an authorized official of the LENDER and the date and amount of payments, including the final payment, may be amended without the necessity of BORROWER(S) to re-execute this MORTGAGE NOTE.

12. BORROWER(S) agrees to execute or re-execute any and all documents reasonably requested by the LENDER in accordance with regulations governing this transaction. Failure to comply with this paragraph shall be deemed an act of default entitling the LENDER to remedies specified in paragraph 9 herein.
13. The undersigned, if more than one, agree to be jointly and severally liable for this LOAN, and the term BORROWER(S), as used in this document, means any one or all of them.
14. There is no right to subordination without the written consent of the LENDER. The LENDER will not consider/permit a subordination of the LOAN, unless of a request for same is submitted in writing and meets the subordination policy delineated in the Monmouth County Community Development Housing Improvement Program Procedural Guide, as amended.
15. BORROWER(s) waives his/her/their rights to require the LENDER to do any of the following before enforcing its rights under this NOTE:
 - A. To demand payment of amounts due which have not been paid (known as Presentment);
 - B. To give notice that amounts due have not been paid (known as Notice of Dishonor); and
 - C. To obtain an official certificate of non-payment (known as Protest).
16. It is the intention of the parties that the provisions of this instrument are severable so that if any Provisions, conditions, covenants or restrictions hereof shall be invalid or void under applicable Federal, state or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, Void, voidable or unenforceable as being contrary to any applicable federal, state or local law, Both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to this instrument, thereby operating to validate the provisions of this agreement which otherwise might be invalid in addition, it is covenanted and agreed that any such amendments and supplements to the said law shall have the effect herein described as fully as if they had been in effect at the time of the execution of this agreement.

BORROWER(S) acknowledge that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS

James G. Harris
No +

Anne R. Murray
Anne R. Murray
BORROWER

BORROWER

4/30/09

DATE

MORTGAGE NOTE

FROM: **Anne R. Murray
27 Waverly Place
Red Bank, NJ 07701**

BORROWER(S),

TO: **MONMOUTH COUNTY
COMMUNITY DEVELOPMENT
HOUSING IMPROVEMENT PROGRAM**

LENDER.

DATED: **4/22/2009**

Record & Return to:

**COMMUNITY DEVELOPMENT PROGRAM
COUNTY OF MONMOUTH
HALL OF RECORDS ANNEX
FREEHOLD, NJ 07728**

Attention: **Virginia A. Edwards**

Not Certified Copy



www.superiorsiding.com

1309 Allaire Avenue, Ocean, NJ 07712

Phone 732-229-1890

Toll Free 800-655-1890

Fax 732-229-6274



GAF LICENSE # ME08427

NJHIC License # 13VH01064500

Block 71 Lot 46

We hereby propose to furnish all the materials and provide all the labor necessary for completion of the following:

TEAR OFF **RE-COVER**

Start Date: _____

Tear off all layers of existing roof material.

Finish Date: _____

Inspect all roof sheathing and replace any if necessary at a rate of \$50 per 1/2" sheet of plywood.

Install all new 1/2" cdx exterior grade plywood sheathing.

Cut back existing roof shingles on perimeter and remove all ridge caps to eliminate all uneven roof surfaces.

Install new aluminum drip edge on all rake edges of house.

Install GAF "Weather Watch" ice and water shield over all eaves, into all valleys and around all penetrations.

Install GAF "Pro-Start" eave and rake starter strip on perimeter of roof edges.

Install roofing underlayment over all exposed wood decking. [] GAF "Deck Armor" [] standard felt

Install GAF fiberglass asphalt roof shingles with 6 nails per shingle on all pitched roof areas.

Install aluminum flashing at walls as necessary.

Install new heavy gauge aluminum flashing and counterflashing to all masonry chimneys.

Install new pipe collar flashing at all pipe penetrations.

Install GAF ventilation system. [X] Color Ridge Vents [] Superflow Pro-Flow [] Timberline Roof Louvers

Install GAF "Timberline-Tex" heavy duty hip and ridge material. (Can be used with Timberline or other premium shingles)

Install GAF "Ridge Guard" modified bitumen roof system over 75lbs. base sheet on all flat and low slope roof areas.

Install aluminum edging to perimeter of flat and low slope roof edges and seal with cement membrane.

Clean up and remove all debris upon completion. Sweep property with nail magnet.

All workmanship guaranteed in this proposal by Superior against leaks or repairs to the roofing system for 5 year period.



This is a GAF Weather Stopper roof system installed by a factory certified GAF Master-Elite contractor.

HOMEOWNER is responsible for building permit. Our Federal ID # is : 22 2896310

Special Instructions:

<input type="checkbox"/> <i>GAF "Timberline HD" Lifetime roof shingles</i>	\$ 8,200.00
<input type="checkbox"/> <i>GAF "Deck Armor" Breathable Underlayment</i>	\$ 250.00
<input type="checkbox"/>	\$

Roof Color: _____

Extended Warranties:

GAF Weather Stopper System Plus Ltd. Warranty

MID-STATE
HEATING & COOLING
EST. 1968**MID-STATE**MID-STATE
HEATING & COOLING
EST. 1968Toms River
(732) 349-6110
GENERATORS • AIR CONDITIONINGRed Bank
(732) 842-7199Freehold
(732) 780-0050

TOLL FREE 1-800-536-7199

Edison
(732) 549-3353Somerset
(908) 685-8288Fax
(732) 758-9466

Block 89.01 Lot 129

• SERVICE AGREEMENTS • ELECTRIC • PLUMBING

DATE:	START DATE:	COMPLETION DATE:
2-25-15		1 DAY
PLG. LIC. #	NJ LIC.	ELECT. LIC. #
12207	13VH00590600	17383
JOB NAME AND LOCATION:		
CELL NUMBER:	BLOCK:	LOT:

Equipment

One (1) Outside Condensing Unit: BTU Capacity: Up to S.E.E.R.
 One (1) Inside Cooling Coil: _____
 One (1) Heating Unit: BTU Capacity: A.F.U.E.
 One (1) Outside Condensing Unit: BTU Capacity: Up to S.E.E.R.
 One (1) Inside Cooling Coil: BTU Capacity: A.F.U.E.
 One (1) Heating Unit: BTU Capacity: A.F.U.E.
 One (1) Hot Water Heater: Gallon: E.R.

5.5" Stainless Steel Chimney Liner
 PERMITS ARE BILLED AT \$50.00 EACH PLUS MUNICIPAL COST

Installation Includes

All Necessary: Remove existing flue pipe, install liner
 AND RE-RUN flue to furnace. need 5.5" to 6" Reducer
 Duct Modifications: _____

Piping Modifications:

Warranty: Manufacturer: U/A Years Parts: 1 Years Labor: _____
 Impressor Parts: N/A Heat Exchanger Parts: N/A

MONTHS PARTS & LABOR ON ALL OTHER SYSTEM COMPONENTS

THE ABOVE INSTALLATION WILL BE COMPLETED FOR THE SUM OF: \$ 2250

Home Comfort Options

We carry the finest indoor air quality products such as
 energy saving thermostats, electric air cleaner, LED lights & humidifiers.

Cleaner - Electronic or Media, Size: _____ x _____

by Saving Thermostat: _____ \$ _____

diffuser: _____ \$ _____

Access Ramps LLC dba:

AMRAMP

20 Thomas Drive
Manalapan, NJ 07726

732-446-1951 Office
732-446-1050 Fax



Invoice

Date	Invoice #
12/16/2015	026-5158

Bill To
Monmouth County - Community Development Hall of Records Annex One East Main Street Freehold, NJ 07728

Block 82 Lot 1

P.O. Number	RX	Terms	
	GOV	Due Upon Installation	
HCPCS	Description	Price Each	Amount
	Material & Installation of: Acorn Glide 130 Heavy Duty Stair Lift & Track	2,800.00	2,800.00
Thank you for your business. We appreciate the opportunity to make your client's home accessible.		Total	\$2,800.00
Amramp offers a full line of accessibility solutions: Ramps, Stair Lifts, Vertical Platform Lifts, Portable Showers, Battery-Powered Stair Climber for Indoor & Outdoor Use Call 732-446-1951 for more information or to schedule a free home evaluation		Payments/Credits	\$0.00
		Balance Due	\$2,800.00
FEIN: 20-4615852 NPI: 128572606 NJ Contractor Registration #: 13VH03140100			

JOSEPH V. WILLIAMS ROOFING CONTRACTOR JVWCONTRACTING@VERIZON.NET 732-625-2992 FAX 908-601-3733 CELL 13VH06829300						
CUSTOMER:	Block 54 Lot 36					
ADDRESS:						
TELEPHONE:						
EMAIL:						
ROOF COLOR:	SILVER LINING					
JOB SPECS:	INSTALL DIMENSIONAL SHINGLES. REMOVE SHINGLES FROM HOUSE. INSTALL NEW VENT PIPE COVERS. INSTALL ICE SHIELD. INSTALL FELT PAPER. 10 YR WARRANTY ON WORKMANSHIP. LIFETIME MANUFACTURERS WARRANTY.					
SHINGLES	SIZE	\$ COST	INST COST	RIP COST	QTY	AMOUNT
CAP				0.00	0.66	75.00
TIMBERLINE				250.00	15.66	3915.00
STARTER						0.33
FELT PAPER				0.00	3	0.00
NAILS					1	0.00
ICESHIELD					2	0.00
RIDGE VENT						0.00
VENT PIPE COVERS					2	0.00
PLYWOOD						0.00
1/2" CDX		56.00				0.00
DUMPSTER						INC
REFLASH CHIMNEY,						INC
TOTAL						3990.33
CUSTOMER HAS 48 HOURS TO CANCEL CONTRACT AFTER SIGNING DATE:						
CUSTOMER		JOSEPH WILLIAMS				
DATE:						

PROPOSAL

Five Star Exteriors, LLC



Five Star Exteriors, LLC

8 Yorkshire Drive

Toms River, NJ 08753

Phone (732) 505-2991

www.fivestarroofingandsiding.com

Block 97 LOT 16

We hereby submit specifications and estimates for:

- Remove existing roofing then install new Timberline HD lifetime roof system including:
- Ice and water shield at all edges and penetrations
- New underlayment
- New pipe flashings
- New GAF cap and Pro Starter course
- New continuous ridge vent
- New Chimney step and counter flashing
- Clean up and remove all job debris

Thank You ☺

We propose herby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$5,700. **/00 Dollars *plywood additional \$50 per sheet as needed if needed*

With payments to be made as follows: **Upon Completion**

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note- this proposal may be withdrawn by us if not accepted within N/A days.

Authorized Signature:

Frederick F. Esser

Acceptance of Proposal

The above price specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance: _____

Total Due: _____

Signature: _____

Total Due + Tax N/A

PROPOSAL



Five Star Exteriors, LLC

Five Star Exteriors, LLC

8 Yorkshire Drive

Toms River, NJ 08753

Phone (732) 505-2991

www.fivestarroofingandsiding.com

Block 97 LOT 16

We hereby submit specifications and estimates for:

- Remove existing gutters and leaders
- Install new seamless gutters and leaders on entire house
- Clean up and remove job debris

Thank You ☺

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$725. **/00 Dollars

With payments to be made as follows: Upon Completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note- this proposal may be withdrawn by us if not accepted within N/A days.

Acceptance of Proposal

The above price specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Authorized Signature:

Frederick F. Esser

Date of Acceptance: _____

Total Due: _____

Signature: _____

Total Due + Tax N/A

Block 71 Lot 30.01

We are pleased to submit the following proposal/options for labor & materials necessary to complete the following project(s).

**I. Steep Slope Re-Roofing
(Front Porch)**

1. We will remove all existing strip shingles down to the wood decking.
2. Using $\frac{1}{2}$ " plywood sheathing, we will re-sheath over all exposed rafters using the standard staggered method. Note: We have included 10 sheets of 4'x8'x 1/2"plywood in this proposal. Any additional sheets will be handled as random sheets. Cost for random sheets will be \$55.00 per sheet.
3. We will install Resisto Ice & Water Shield at all eaves, valleys and roof protrusions. This membrane will be installed 24" past the interior walls at all eaves.
4. We will install 15lb felt underlayment over all wood decking nailing to secure in place.
5. A drip edge of 3 x 3 aluminum will be installed along eaves and rakes nailing to secure in place.
6. We will install GAF Pro start shingles. These will be the start-up of the roof system.
7. We will re-shingle using GAF Timberline Lifetime High Definition shingles or Owens Corning TruDefinition DURATION fiberglass/asphalt Dimensional shingles, using the standard 6 nails per shingle including Hip & Ridge cap shingles. Price quoted is based on above shingle selection and available color(s) ONLY. Any inquiries of a different shingle/color selection can possible change the quote. Please call the office for more info.
8. Repair the Upper Main Roof of the Front Porch and replace the missing three tab shingles. We will also re-seal all roof penetrations and flashing details.
9. We will clean the Gutters and Leaders.
10. Clean up and haul away the debris.

COST: \$6,300.00

PAYMENT TERMS – FOR ANY CHOICE

UPON SIGNING:	=	\$ One Third
START OF JOB:	=	\$ One Third
DAY WORK IS COMPLETED:	=	\$ One Third

Should you choose to accept this, please mail out the deposit, along with a signed copy of this proposal in order to schedule the project. If I can be of any further assistance, please don't hesitate to contact me at your convenience.

We appreciate the opportunity to bid on this project.

Respectfully,

*Anthony Montagna
President*

Authorized Homeowner Signature

Quote Amt Chosen: _____

Product Color: _____

Mountain Energy Solutions
105 Church Street
Aberdeen, NJ 07747
Tel: 732-566-0944 or Fax: 732-290-0955
Mountain105@aol.com

Appendix L

First-Time Homebuyer Program Policies and Procedures Manual

In Accordance with the Uniform Housing Affordability Controls
and the New Jersey Fair Housing Act



90 Monmouth Street
Red Bank, NJ 07701

April 2019

Prepared by:



1460 Route 9 South
Howell, NJ 07731

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Introduction

The purpose of this manual is to describe the policies and procedures of the First-Time Homebuyers Program. This manual will explain what is needed to qualify for the program in addition to outlining the operation of the program.

Summary

The First-Time Homebuyer Program is designed to help low- and moderate-income households achieve the goal of homeownership. This program will provide a *no interest, deferred payment loan* to homebuyers within Red Bank Borough to use for down payments and closing costs, or by reducing the monthly carrying costs of a loan from a private lender. The goal of the program is to provide financial assistance to income-qualified homebuyers moving to Red Bank. All homes purchased with the assistance of the First Time Homebuyer Program no interest loan shall be subject to a thirty (30) year deed restriction to remain affordable to low and moderate income households.

Administration

The Administrative Agent will be responsible for administering the program. Questions about the Program should be directed to the Administrative Agent.

Applicant Eligibility

Applications submitted for the Program will be provided on a first-come-first-served basis according to the following criteria. All of the following criteria must be met in order to be deemed eligible for this Program. Eligibility does not guarantee that any funding will be provided to applicants from this Program.

1. The applicant must be a first-time homebuyer (meaning not having owned a home in the last three (3) years).
2. The applicant must be the owner of the property after purchase.
3. The applicant must occupy the property as their principal residence after purchase,
4. The applicant qualifies as a low- or moderate-income household in accordance with the most current Affordable Housing Professionals of New Jersey income limits.

Income Eligibility and Certification Procedure

In order to be eligible for assistance, applicants must be determined to be income eligible. All adult members 18 years of age and older must be fully certified as income-eligible before they can receive any assistance from the Program. The Program will income qualify applicants in accordance with the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-16.1 et seq., except for the asset test. The applicant's monthly housing payment shall not exceed 40% of the applicant's adjusted monthly gross income.

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."

Qualified Income Sources

The following are considered income and will be included in the determination of the applicant's income eligibility:

- Wages, salaries, tips, commissions
- Regularly scheduled overtime
- Social Security
- Unemployment Compensation (verify # of weeks that are eligible to be received)
- Pensions
- Disability
- Alimony
- Verified regular child support (received)
- Any other forms of regular income reported to the Internal Revenue Service
- Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
- Imputed interest (using a current average annual rate of 2%) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payment, real estate taxes, property owner's insurance.
- TANF (Temporary Assistance for Needy Families)
- Net income from business or real estate
- Rent from real estate is considered income

Unqualified Income Sources

The following are not considered income and will not be included in the determination of the applicant's income eligibility:

- Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income
- Food stamps
- Rebates or credits received under low-income energy assistance programs
- Income of live-in attendants
- Student loans
- Part-time income of dependents enrolled as full time students
- Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
- Payments received for foster care
- Relocation assistance benefits
- Scholarships
- Personal property such as automobiles

Income Verification

To calculate income, the current gross income of the applicant is used to project income over the next 12 months. 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 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.
- A signed copy of regular IRS Form 1040 (Tax computation form), 1040A, or 1040EZ (as applicable) and state income tax returns filed for the last three years prior to the date of interview or notarized tax waiver letter for respective tax year(s).
- A form 1040 Tax Summary for the past three tax years can be requested from the local IRS Center or by calling 800-829-1040
- If applicable, a letter or appropriate reporting form verifying monthly benefits such as:
 - Social Security or SSI – current awards letter or computer printout letter
 - Unemployment – verification of unemployment benefits
 - Welfare – TANF current award letter
 - Disability – Worker's compensation letter, or
 - Pension income (monthly or annually) – a pension letter
 - A letter or appropriate reporting to verify any other sources of income claimed by the applicant such as alimony or child support – copy of court order or recent original letter from the court (includes separation agreement or divorce papers) or education scholarship/stipends – current award letter.
- Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing savings and checking accounts (bank statements and passbooks), trust funds, money market accounts, certificate of deposit, stocks or bonds (in brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates)

Examples: copies of all interest and dividend statements for savings accounts, interest and non-interest bearing checking accounts, and investments.

- Evidence or reports of income from directly held assets, such as real estate or businesses owned by any household member 18 years and older.
- 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.

Verifying Student Income and Income from Real Estate

1. *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 work week.

2. *Income from Real Estate* – If real estate owned by an applicant to the Program is a rental property, the rent is considered income. After deduction of any mortgage interest, real estate taxes, property owner insurance, and reasonable property management expenses as reported to the IRS, the remaining amount shall be counted as income.

Other Eligibility Requirements

Applicants must also submit the following in the application package as applicable:

- Recorded deed to the property to be assisted;
- If you are a widow or widower, copy of Death Certificate should be included;
- Signed release form to verify eligibility determination from third party sources;
- Copy of any and all other liens recorded against property; and
- Personal identification (a copy of any of the following Driver's license, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration card, etc.) for each household member.

Eligibility Certification

After the Administrative Agent determines that the household is income eligible and meets all other eligible requirements, the Administrative Agent will complete and sign the eligibility certification. This certification is valid for twelve (12) months starting from the date of eligibility certification.

Property Eligibility

Unit Type

Any property that will serve as the prospective homebuyer's principal residence and is located within the Borough of Red Bank is an eligible property type, including:

- A single-family property (one-unit)
- A two- to four-unit property
 - If affordable housing trust funds are used to assist a purchaser to acquire one unit in a two- to –four-unit property, and that unit will be the principal residence of the purchaser, the long-term affordability requirements apply to the assisted ownership unit only.
 - If affordable housing trust funds are used to help a purchaser acquire one or more rental units along with the homeownership unit, then rental affordability requirements apply to the rental units.
- A condominium unit
- A cooperative unit or a unit in a mutual housing project (if recognized as homeownership by state law)
- A manufactured house

- At the time of completion, the manufactured housing must be connected to permanent utility hook-ups.
- The manufactured housing unit must be located on a land that is owned by the manufactured housing unit owner, or on land for which the manufactured housing unit owner has a lease.

Property Condition

Major systems (i.e. roof, furnace, electricity, plumbing, etc.) must have at least a 5 year life expectancy at the time of purchase.

Every home that is not new construction will be inspected as follows before the grant can be approved:

- All homes will be inspected to ensure that it meets all local codes and standards. If the inspection fails for any reason, those areas must be repaired according to the guidelines of the United States Department of Housing and Urban Development (HUD).
- All homes built before January 1, 1978 must be inspected for lead-based paint. A visual assessment for lead-based paint will be conducted. If any indication of lead-based paint is noted, the house will fail inspection and the lead-based paint must be remediated according to HUD guidelines.
- New homes must comply with standard in the current edition of the Model Energy Code published by the Council of American Building Officials (CABO).

All repairs must be completed prior to closing.

Program Procedures

Eligible Participants

Eligible participants must be under contract to purchase a home in Red Bank for this loan program and must be income-qualified by the Administrative Agent. This means that the applicant must have signed a contract with the seller, applied to the Program, and been income qualified.

Loan Amount and Period

The maximum amount of assistance that may be provided per applicant is \$10,000. The loan period shall be five (5) years.

Loan Terms & Repayment Agreement

All funds are distributed at closing. The funds are sent via bank wire to either the participant's attorney or closing agent trust account. The attorney or trust account must have a business registration certificate and W-9 Tax Identification Form. The Borough must be given notice of the closing five (5) business days ahead of the closing date.

Loans for applicants to the Program shall be secured through a mortgage and mortgage note in favor of the Borough and executed by the property owner when required. The mortgage and mortgage note, as well as a deed restriction, will be executed at closing. The terms of the mortgage are in the mortgage note, which is not recorded. The original mortgage note shall be retained by the Program Administrator and kept in the unit file. The administrative agent shall

send the mortgage and deed restriction requiring recording to the Borough. Upon receipt, the Borough will file said documents with the County Clerk's office upon the completion of the closing of title.

All loans are deferred payment loans and are due in full at zero percent (0%) interest upon sale, change in title, or at the end of the mortgage period, whichever comes first.

Insurance Requirements

The Borough of Red Bank and Borough of Red Bank First-Time Homebuyer Program shall be listed as additional insureds, loss payees, or additional mortgagees for the entire 5-year period of the lien.

The applicant must provide proof of homeowner's insurance and proof that the insurance has been paid. The homeowner's insurance must list the Borough of Red Bank and the Borough of Red Bank First-Time Homebuyer Program as additional insureds, loss payees, or additional mortgagees.

All prospective applicants must have Title Insurance naming the Borough of Red Bank and Borough of Red Bank First-Time Homebuyer Program as additional insureds, loss payees, or additional mortgagees.

If the home is associated with a Condominium Association or a substantially similar entity, the Borough of Red Bank and the Borough of Red Bank First-Time Homebuyer Program shall be listed as additional insureds, loss payees, or additional mortgagees on the blanket insurance policy for the Association's property.

In the event that the property is located in a Flood Zone, flood insurance will be required listing the Borough of Red Bank and Borough of Red Bank First-Time Homebuyer Program as additional insureds, loss payees, or additional mortgagees.

Affordability Controls

All homes purchased by qualified low or moderate income households with assistance from the Borough's First Time Homebuyer Program shall include a deed restriction which provides affordability controls so that the unit must remain affordable to a low or moderate income household for a period of at least thirty (30) years, in accordance with the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-16.1 et seq.

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 19-__**

**A RESOLUTION OF THE BOROUGH COUNCIL ADOPTING A FIRST-TIME
HOMEBUYER PROGRAM MANUAL**

WHEREAS, the Council of the Borough of Red Bank 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, in the Matter of the Borough of Red Bank, County of Monmouth, Docket No. MON-L-2540-15 regarding In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) ("Mount Laurel IV"); and

WHEREAS, in accordance with the terms of the settlement agreement identified above, the Borough of Red Bank is required to implement a First-Time Homebuyer Program; and

WHEREAS, a program manual has been prepared in order to effectuate this program; and

WHEREAS, the program manual was included in the Housing Element and Fair Share Plan, which has been adopted by the Planning Board and endorsed by the Council.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Red Bank, in the County of Monmouth, hereby adopts the First-Time Homebuyer Program Manual, dated March 2019.

I hereby certify the above to be a true copy of a resolution adopted by the Council of the Borough of Red Bank, in the County of Monmouth, at a meeting held on _____.

Pamela Borghi, RMC, CMR, PIO
Borough Clerk

Appendix M

Department of Community Affairs
Council on Affordable Housing

Supportive and Special Needs Housing Survey

Municipality: Red Bank
Sponsor: CSPN J
Block: 23 Lot: 2
Facility Name: Union Development

County: Monmouth
Developer: _____
Street Address: 13 Spring St.

<p><u>Section 1:</u> Type of Facility:</p> <p><input type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) <input checked="" type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other – Please Specify: _____</p>	<p><u>Section 2:</u> Sources and amount of funding committed to the project:</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____ <input type="checkbox"/> Balanced Housing – Amount \$ _____ <input checked="" type="checkbox"/> HUD – Amount \$ _____ Program <u>811</u> <input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____ <input type="checkbox"/> Farmers Home Administration – Amount \$ _____ <input type="checkbox"/> Development fees – Amount \$ _____ <input type="checkbox"/> Bank financing – Amount \$ _____ <input type="checkbox"/> Other – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p><u>Section 3:</u> For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for: Very low-income clients/households _____ Low-income clients/households _____ Moderate-income clients/households _____ Market-income clients/households _____</p>	<p><u>Section 4:</u> For permanent supportive housing:</p> <p>Total # of units <u>3</u>, including: # of very low-income units _____ # of low-income units _____ # of moderate-income units _____ # of market-income units _____</p>
<p><u>Section 5:</u></p> <p>Length of Controls: _____ years Effective Date of Controls: <u>4/14/148</u> Expiration Date of Controls: _____ Average Length of Stay: _____ months (transitional facilities only)</p>	<p><u>Section 6:</u></p> <p><input type="checkbox"/> CO Date: _____ For licensed facilities, indicate licensing agency: <input type="checkbox"/> DDD <input checked="" type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other _____ Initial License Date: <u>2015</u> Current License Date: <u>3/27/17 – 3/27/19</u></p>
<p><u>Section 7:</u></p> <p>Has the project received project-based rental assistance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No; Length of commitment: <u>1</u> years Other operating subsidy sources: <u>N/A</u>; Length of commitment: _____ years Is the subsidy renewable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Licensing Review for Renewal Scheduled March 2019</p>
<p><u>Section 8:</u> 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.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p><u>Section 9:</u></p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Population Served (describe): <u>mentally health consumers</u></p>	<p>Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><u>Section 10:</u> Affirmative Marketing Strategy (check all that apply):</p> <p><input type="checkbox"/> DDD/DMHS/DHSS waiting list <input checked="" type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director <u>HUD</u></p>	

CERTIFICATIONS

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

Certified by:

Project Administrator

2.26.19

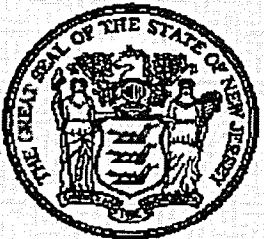
Date

Certified by:

Municipal Housing Liaison

Date





License No. 50011R52SH1043

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

LICENSE

Collaborative Support Programs of NJ

11 Spring Street
Freehold, NJ 07728

*In accordance with Department of Human Services regulations, NJAC 10:37A, is
hereby licensed to operate*

**Shared Supportive Housing Residence
for up to 3 Residents**

at
13 Spring Street
Red Bank, NJ 07701

This License is effective from 3/27/2017 to 3/27/2019

A handwritten signature in black ink, appearing to read "Elizabeth Connolly".

**Elizabeth Connolly, Acting Commissioner
Department of Human Services**

Appendix N

BOROUGH OF RED BANK

COUNTY OF MONMOUTH

RESOLUTION NO. 18-277

**RESOLUTION AUTHORIZING THE BOROUGH OF RED BANK TO ENTER INTO A
CONTRACT WITH THE RED BANK AFFORDABLE HOUSING CORPORATION TO SERVE
AS THE BOROUGH's COAH ADMINISTRATIVE AGENT**

offered the following resolution and moved its adoption:

WHEREAS, under the authorization of the New Jersey Fair Share Housing Act (N.J.S.A. 52:27D-301et. eq.)(the "Act"), the Borough of Red Bank (the "Borough") has and is continuing to implement a program to provide qualified affordable housing units to low and moderate income households desiring to live within the Borough; and

WHEREAS, at Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code, the State has promulgated affordability controls in regulations designed to implement the Act, by assuring that low and moderate income units that are created under the Act are occupied by low and moderate income households for an appropriate period of time(the "Rules"); and

WHEREAS, Section 5:80-26.14 of the Rules provides that affordability controls may be administered by an administrative agent acting on behalf of a municipality; and

WHEREAS, the Borough desires to retain the services of Red Bank Affordable Housing Corporation to serve as the Borough's Administrative Agent for the purpose of providing affordability control services for all designated affordable housing projects within the Borough;

WHEREAS, the Mayor and Council, having considered the same, wishes to authorize the awarding of a Contract to Red Bank Affordable Housing Corporation to serve as the Borough's administrative agent for the provision of affordability control services for all affordable units designated by the Borough during the term of the contract.

WHEREAS, adequate funding for said is available in the Affordable Housing Developer's Fee Account.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of Red Bank as follows:

1. That the Mayor and/or Borough Administrator is authorized to execute and the Municipal Clerk to attest an Agreement, acceptable to the Borough Attorney, between the Borough of Red Bank and Red Bank Affordable Housing Corporation regarding the aforesaid services,

2. That pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:8—26.1 et seq, the Borough's Zoning Officer, Glenn Carter, is hereby designated and appointed as the Borough's Municipal Housing Liaison. There will be no salary associated with this appointment.

3. That the Chief Financial Officer is directed to file a Certificate of Availability of sufficient funds for this contract.

4. That a certified copy of this Resolution shall be provided to each of the following:

- a. Red Bank Affordable Housing Corporation
- b. Borough Administrator;
- c. Municipal Housing Liaison
- c. Borough Attorney
- d. Chief Financial Office

Seconded by

and adopted on roll call by the following vote:

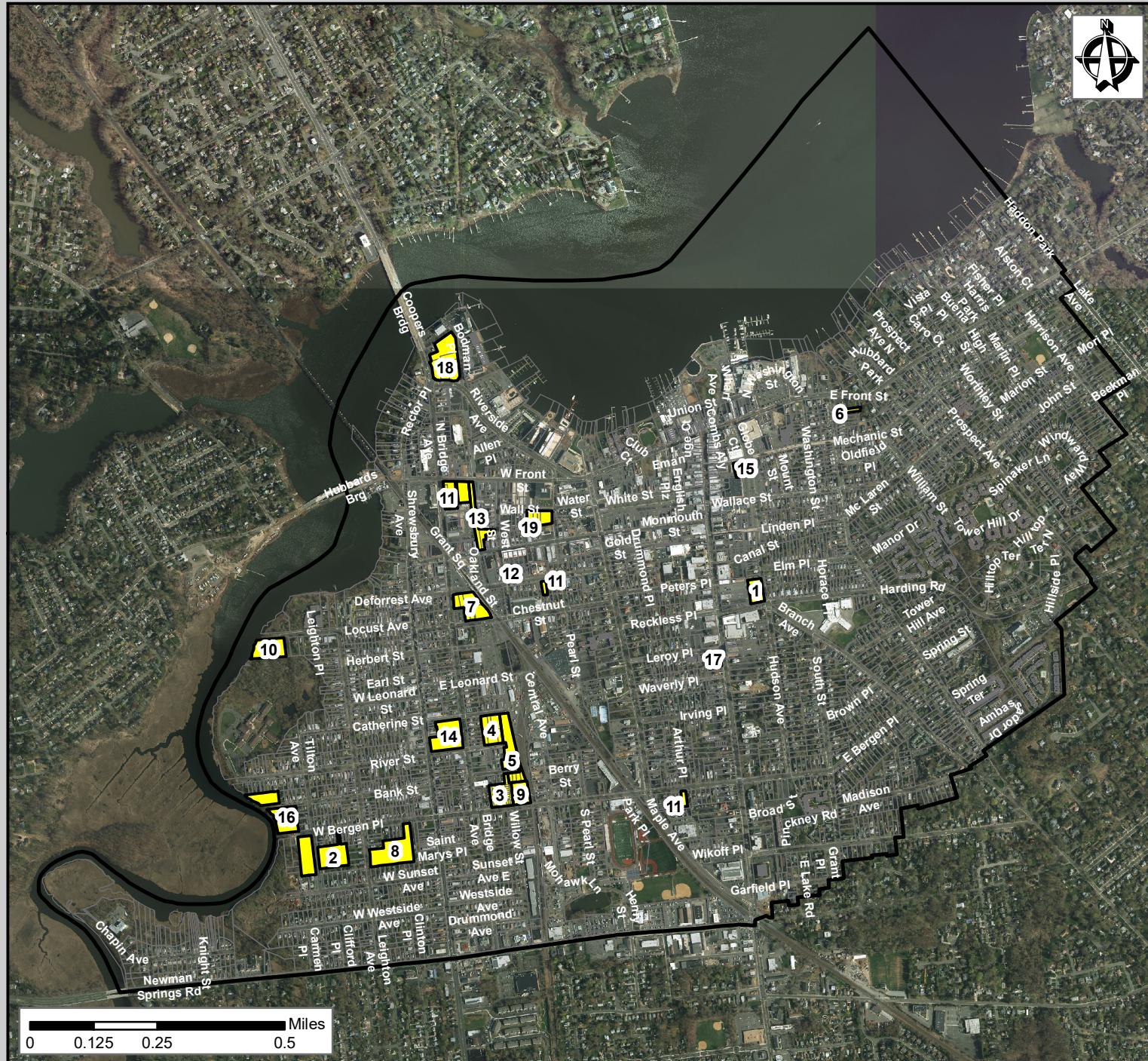
	Yes	No	Abstain	Absent
Councilman Taylor	()	()	()	()
Councilman Whelan	()	()	()	()
Councilman Yngstrom	()	()	()	()
Councilman Ballard	()	()	()	()
Councilman Zipprich	()	()	()	()
Councilwoman Horgan	()	()	()	()

Dated: November 28, 2018

Appendix O

AFFORDABLE HOUSING SITE MAP

RED BANK, N.J.



HOUSING ELEMENT AND FAIR SHARE PLAN

RED BANK BOROUGH MONMOUTH COUNTY NEW JERSEY

KEY

- 1. Azalea Gardens (Ray Rap) - 2 Family-for-Sale Units
- 2. Basie Group/Montgomery Terrace - 40 Rehabilitation Units
- 3. Bergen Square - 10 Family-for-Sale Units
- 4. Brownstones (Yellowbrook/Mumford) - 2 Family-for-Sale Units
- 5. Cedar Crossing - 36 Family-for-Sale Units
- 6. Collaborative Support Programs of NJ - 3 Supportive Rental Units
- 7. Denholtz - 9 Family Rental Units
- 8. Evergreen Terrace - 50 Rehabilitation Units
- 9. Fortune Square - 3 Family Rental Units
- 10. Locust Landing - 6 Family Rental Units
- 11. MW at Red Bank, LLC (Westside Lofts) - 10 Family Rental Units
- 12. Oakland Square (RB Monmouth/RB West) - 8 Family Rental Units, 4 Supportive Units
- 13. Popkin - 2 Family Rental Units
- 14. River Street School - 51 Age-Restricted Rental Units
- 15. Riverwalk Commons - 2 Family Rental Units
- 16. RW Rivers Edge - 2 Family-for-Sale Units
- 17. Tudor Village Apartments, LLC - 1 Rental Unit
- 18. VNA Redevelopment Site - 28 Family Rental Units
- 19. Wesleyan Arms - 60 Age-Restricted Rental Units

Affordable Housing Sites

Source: NJDOT, NJGIN, NJOGIS



CONSULTING & MUNICIPAL ENGINEERS

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

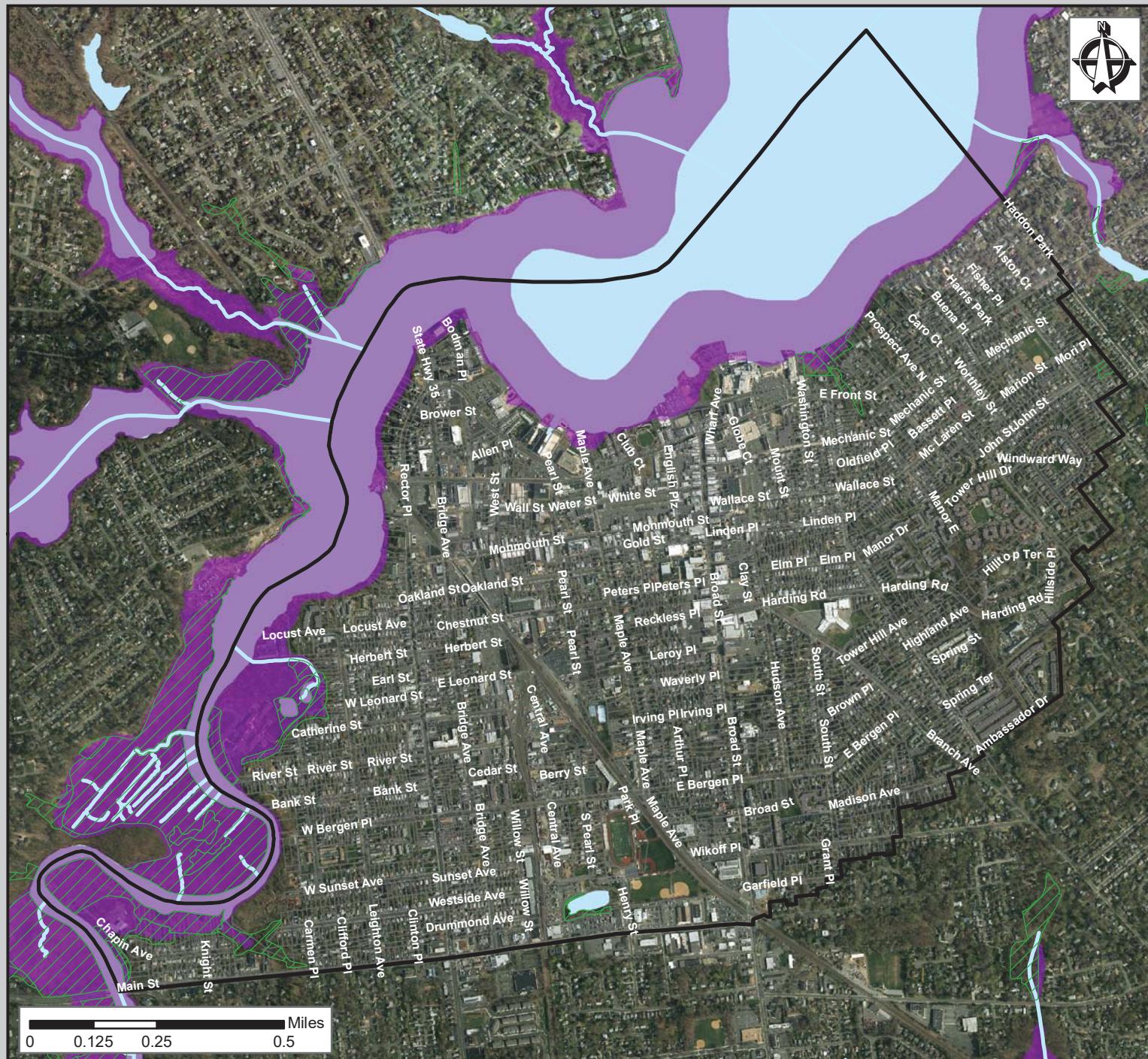
WWW.CMEUSA1.COM

DATE	SCALE	LAST REVISED	CREATED BY
3/5/2019	1 inch = 1,500 feet	N/A	JB

Appendix P

ENVIRONMENTAL CONSTRAINTS MAP

RED BANK, N.J.



HOUSING ELEMENT AND FAIR SHARE PLAN

RED BANK BOROUGH
MONMOUTH COUNTY
NEW JERSEY

Legend

- Streams
- Wetlands
- Special Flood Hazard Area
- Waterbodies
- Parcels
- Municipal Boundary

Source: NJDEP, NJDOT, NJGIN, NJOGIS



CONSULTING & MUNICIPAL ENGINEERS

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.CMEUSA1.COM

DATE	SCALE	LAST REVISED	CREATED BY
3/4/2019	1 inch = 1,500 feet	N/A	JB