

**Township of Berkeley, Ocean County**

**Master Plan Housing Element  
and Fair Share Plan**

*Prepared For:*

*Mayor and Council*

*And*

*Berkeley Township Planning Board*

*Township of Berkeley, New Jersey*

*Prepared By:*



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The original of this master plan was signed and sealed in accordance with N.J.S.A. 45:14A-12.

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Enclosure:

COAH Petition Application including:

    Planning Board Resolution Adopting the Housing Element and Fair Share Plan

    Governing Body Resolution Re-Petitioning the Housing Element and Fair Share Plan

    Governing Body Resolution Requesting Review and Approval of the draft Development Fee Ordinance and draft Spending Plan

    Service List

    1997 Berkeley Township Master Plan (submitted with COAH Application, not on-file)

Master Plan Housing Element and Fair Share Plan

Municipal tax maps (submitted with COAH Application, not on-file)

Worksheet A

Project Form for Bay Ridge I and II, 8 and 20 scattered sites (Ocean Inc), 41 scattered sites (Homes for All), and Foxmoor

Surveys for Supportive and Special Needs Housing

Hope Springs LLC Affordable Housing Agreement

Draft Development Fee Ordinance & Draft Spending Plan

## I. INTRODUCTION

Pursuant to the Municipal Land Use Law (40:55D-28.b(3)), a Master Plan, where appropriate, may contain a Housing Plan Element. Pursuant to Section 10 of P.L. 1985, c. 222 (C. 52:27D-310), a municipality's housing element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low and moderate income housing.

On May 13, 2000, the Planning Board of the Township of Berkeley adopted revisions to the Master Plan Housing Element and Fair Share Plan addressing the Township's 1987-1999 affordable housing obligation. The Township Council subsequently endorsed the Housing Element and Fair Share Plan on June 29, 2000.

Berkeley conducted a Credits without Controls survey in the early nineties. At the time, the applicable standards entitled municipalities to credits upon satisfaction of a three-part standard. More specifically, a municipality could secure a credit for a unit if it proved (1) that the unit came into existence between April 1, 1980 and December 15, 1986; (2) that the unit was "up to code;" and (3) that the unit is occupied by a low or moderate household. Proof of affordability was not required at that time. Judge Gibson entered a Judgment of Repose approving Berkeley's Housing Element & Fair Share Plan on October 31, 1994, he approved the Township's claim to credit on the basis of this three part test. The Judgment of Repose further envisioned that Berkeley could pursue credits to make up any gaps in the plan that Judge Gibson approved or "to apply to the Court to establish further credits to apply against any future affordable housing responsibilities." See Judgment of Repose, dated October 31, 1994.

Over the course of the implementation of the affordable housing plan Judge Gibson approved, a 91-unit gap arose in the plan as a result of the failure of one part of the plan to produce the affordable housing contemplated. More specifically, the Township and Planning Board had entered into a settlement with a developer by the name of Lifetime Homes of New Jersey, Inc. ("Lifetime"); and that settlement became part of the Housing Element and Fair Share Plan that Judge Gibson approved in 1994. The settlement envisioned that Lifetime would provide public sewer and water to an area of the Township known as Manitou Park and then construct 100 affordable units on land owned by the Township in Manitou Park. As Lifetime sought to develop its lands in the period following Judge Gibson's approval of the settlement and execution of a Judgment of Repose, it turned out that far more land was constrained by wetlands or wetland buffers than originally anticipated. Consequently, Lifetime did not construct enough units to generate sufficient monies to finance the sewerage and watering of Manitou Park, much less construct any affordable housing.

On January 26, 2000, the Township approached the Court Master with the problem it perceived- i.e. that the plan would fall 91 units short of the fair share. The Township also proposed a solution to the Master- i.e. the conducting of a second credits without controls survey. The Master stated that the solution the Township proposed was "reasonable." Consequently, the Township completed a second survey under the Master's oversight. In conjunction with his role as the individual ultimately responsible for making a recommendation to the Court, the Master specifically approved the survey form, the cover letter used in the survey as well as a press release. In addition, the Master was otherwise available to answer any questions that arose.

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In May of 2000, Berkeley Township and its Planning Board adopted a revised Housing Element & Fair Share Plan reflecting the current state of the Township's compliance with the Fair Housing Act and the COAH Regulations. The revised plan acknowledged the 91-unit gap in the Township's plan and the Township's intentions to address that gap via a second Credits Without Controls survey. The revised plan also made clear that the Township anticipated that the second survey would yield more than 91 credits. In accordance with the Judgment of Repose, the revised plan stated the Township's intentions to bank these credits to address any future fair share responsibilities.

On June 5, 2000, Berkeley wrote to Judge Serpentelli and asked him to preside over Berkeley Township's plan. By this point, Judge Gibson had made clear that he no longer wished to preside. Thus, Berkeley either needed COAH or a judge with authority to perform the functions Judge Gibson would have performed had he not relinquished control over Berkeley's plan prior to his retirement. Since the Township had worked under the Master's supervision, it was understandable why the Township wanted to remain in Court to complete the survey process and for other cleanup matters. Since Judge Serpentelli had considerable experience with Mount Laurel matters, it was also understandable why the Township would have asked him essentially to stand in Judge Gibson's shoes and perform the functions previously served by Judge Gibson. One of those functions was to rule on the Township's claim to credits on the basis of a second survey that at that point, had been planned, but not yet executed.

In response to the Township's request that he take over, Judge Serpentelli asked the Township to file suit setting forth the background facts and the relief requested. Accordingly, on or about August 29, 2000, Berkeley filed a suit seeking various forms of relief including a request that Judge Serpentelli rule on Berkeley's entitlement to credits on the basis of the planned second survey. After the adoption of the Revised Plan in May of 2000, but before the filing of the complaint, the developer of the Foxmoor project asked to change the fashion in which it addressed its Mount Laurel responsibilities. Foxmoor and the Township had entered an agreement pursuant to which the developer had agreed to construct 15 affordable units or fund a 15-unit RCA. Foxmoor sought the right to construct two (2) affordable units and pay \$20,000 per unit for each of the 13 affordable units not constructed. The Township agreed and memorialized the agreement in an amendment to the settlement which the Court approved. Moreover, since the Township anticipated securing more credits than it needed, it sought and secured the right pursuant to the amendment to the settlement to use the \$260,000 (13 x \$20,000) anticipated from Foxmoor to advance the needs of lower income households in Manitou Park as compared to funding an RCA. Assuming that the Township exercises its right to use the Foxmoor monies for Manitou as compared to a 13-unit RCA, the gap is 104 units (91 + 13 = 104). However, if Berkeley did not secure the credits it anticipated, presumably the Township would have used the Foxmoor money to fund a 13-unit RCA.

On August 29, 2000, Berkeley sent out the second survey. By September 28, 2000, Berkeley received 1,179 responses to its second survey.

On October 27, 2000, Berkeley filed a motion with Judge Serpentelli seeking temporary immunity until after COAH promulgated its regulations for the third cycle.

On October 27, 2000, Berkeley brought a second motion seeking various forms of relief including a declaration that it was entitled to approximately 550 credits pursuant to the second survey. Since the Master had not yet reviewed all the credit surveys and since there were various other loose ends that required resolution, it was clear that the Township's claim for these credits would have to await these future proceedings.

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Judge Serpentelli granted the Township's motion for temporary immunity, thereby creating a period of protection where the Township could carefully assemble its proofs and present them to the Master and the Master could carefully review the Township's claim and furnish the Court with a report concerning the claim.

During this period of protection, the Township furnished the Master with a carefully prepared set of documents setting forth the basis for its claim. The Master requested additional information on one-bedroom units, which necessitated a follow-up letter, and survey, approved by the Master, to those households residing in these units. The Township furnished the Master with the responses to the follow-up letter. During this period of protection, the Township also supplied the Master the information he requested so that the Master could determine what sale prices would qualify as affordable. In this regard, as explained below, the Legislature amended the Fair Housing Act subsequent to Judge Gibson's approval of credits for the first survey so as to require proof of affordability in addition to the other three elements identified above for any future credits on uncontrolled units. The Master supplied the Township with his determination as to the limits on affordability. The Master has found that "the Township proceeded in good faith with the survey and conformed in all significant respects with applicable COAH rules and policies." The Master indicates a find that Berkeley Township has documented the right to an additional 550 units of credit.

COAH adopted new substantive rules (N.J.A.C. 5:94), which became effective on December 20, 2004. These new regulations necessitated the preparation of a housing element and fair share plan to satisfy the Township's cumulative housing obligations defined in N.J.A.C. 5:94 and described in subsequent sections below.

The Berkeley Township Planning Board adopted a Master Plan Housing Element and Fair Share Plan for the Third Round on December 15, 2005, and the Township Council endorsed the plan on December 16, 2005. The Township petitioned COAH for substantive certification on December 19, 2005. COAH issued a Report Requesting Additional Information (RRAI) to the Township on May 16, 2006, and the Township responded.

Prior to COAH action on the Township's petition, COAH's third round regulations were challenged by various parties and they were invalidated, in part, by the Appellate Division in In Re Adoption of N.J.A.C. 5:94 and 5:95 by the New Jersey Council on Affordable Housing, 390 N.J. Super. 1 (App. Div.), certif. denied, 192 N.J. 72 (2007). On May 6, 2008 COAH adopted revised Third Round regulations in response to the Appellate Division Decision, and became effective on June 2, 2008. Municipalities that are currently under COAH's jurisdiction, like Berkeley Township, have until December 31, 2008 to file a Revised Plan with COAH or re-petition COAH with a Revised Plan for substantive certification to remain under COAH's jurisdiction and retain protection from a builder's remedy suit, and continue to collect and retain non-residential development fees.

This 2008 Master Plan Housing Element and Fair Share Plan addresses Berkeley's Third Round housing obligation pursuant to latest third round rules known as Chapters 96 and 97 of the New Jersey Statutes Annotated (N.J.S.A. 5:96 and 5:97).

**PLAN REQUIREMENTS**

Pursuant to Section 10 of P.L. 1985, C. 222 (C:52:27D-310) a Housing Element must contain at least the following:

- a. 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;
- b. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing , for the next ten (10) years, taking into account , but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development of lands;
- c. An analysis of the municipality's demographic characteristics, including, but not necessarily limited to, household size, income level, and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share of low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low and moderate income housing;
- f. A consideration of the lands 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;

In addition to the requirements of the Municipal Land Use Law and Section 10 of P.L. 1985, C. 222 (C:52:27D-310), N.J.A.C. 5:97-2.3 requires that the Housing Element include the following:

1. The household projection for the municipality as provided in Appendix F;
2. The employment projection for the municipality as provided in Appendix F;
3. The municipality's prior round obligation (from Appendix C);
4. The municipality's rehabilitation share (from Appendix B);
5. The projected growth share in accordance with the procedures in N.J.A.C. 5:97-2.4; and
6. An inventory of all non-residential space by use group that was fully vacant as of the date of petition, to the extent feasible.

Supporting information to be submitted to COAH shall include:

1. A copy of the most recently adopted municipal zoning ordinance, and



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2. A copy of the most up-to-date tax maps of the municipality, electronic if available, with legible dimensions.

In 2005, Berkeley adopted a Master Plan Housing Element and Fair Share Plan. This 2008 Housing Element and Fair Share Plan replaces the 2005 plan and is hereby incorporated into the Township's comprehensive master plan as the official Housing Element.

## II. HOUSING ELEMENT

The Housing Element provides an inventory of Berkeley Township's housing stock, and an analysis of the Township's demographic and employment characteristics.

### DEMOGRAPHIC ANALYSIS

#### **Population**

Historically, Berkeley Township and Ocean County have continuously grown in population.<sup>1</sup> The Township saw the greatest increase in population, 192 percent, between 1970 and 1980. As shown in the table below, in 2000 the resident population of Berkeley Township was 39,991. The US Census Bureau periodically estimates the resident population for all municipalities and minor civil divisions in New Jersey, which occurred in 2007. In 2007, the resident population of the Township was estimated at 42,664; an increase of over 2,673, or 6.7 percent people since 2000.

**Population Growth for Berkeley Township and Ocean County, 1940 – 2007**

Year	Berkeley Township	Population Change		Ocean County	Population Change	
		Number	Percent		Number	Percent
1940	1,127			37,706		
1950	1,550	423	37.5	56,622	18,916	50.1
1960	4,272	2,722	175.6	108,241	51,619	91.1
1970	7,918	3,646	85.3	208,470	100,229	92.5
1980	23,151	15,233	192.3	346,038	137,568	65.9
1990	37,319	14,168	61.2	433,203	87,165	25.1
2000	39,991	2,672	7.1	510,916	77,713	17.9
2007 (U.S. Census Bureau Estimate)	42,664	2,673	6.7	565,493	54,577	10.7

*Source: NJSDC, 2000 & Population Division, U.S. Census Bureau, 2000.*

#### **Age**

In terms of age, between 1990 and 2000, residents aged 65 years and over increased by 9.5 percent, residents aged 18 to 64 years increased by 4.5 percent, and residents aged six to 17 years increased by 10.1 percent. Residents under the age of 5 years decreased 8.1 percent.

<sup>1</sup> Unless otherwise indicated, all data was obtained from the U.S. Census Bureau.



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**Age Cohorts for Berkeley Township, 1990 and 2000**

Age	1990	2000	Number Change	Percent Change
Under 5	1,186	1,089	-97	-8.1
6 to 17	3,150	3,469	319	10.1
18 to 64	13,993	14,627	634	4.5
65 and over	18,990	20,806	1,816	9.5

**Median Household Income**

Between 1979 and 1999<sup>1</sup>, median family income increased more significantly than median household income in the Township. The median family and household incomes in the Township continue to lag behind the County average, although the per capita income in the Township is on par with the County. Both the Township and County median and per capita incomes lag behind the State, the Township more so than the County. However, when the Consumer Pricing Index for the Northeastern States is taken into account between the years of 1989 and 1999 by using the current CPI conversion of 1.349, it can be seen that there has been only minimal increase in the buying power of households, and that the per capita buying power in the Township as well as the County has actually dropped since 1989.

**Comparison of Median Household, Median Family and Per Capita Income  
And Change in Buying Power<sup>2</sup> for  
Berkeley Township, Ocean County and State of New Jersey, 1979-1999**

Household Income (\$)					
	1979	1989	1999	% Change 1979 to 1999	\$ Change in Buying Power 1989 to 1999
Township	\$13,438	\$23,028	\$32,134	139	\$1,034
County	\$16,224	\$33,110	\$46,443	186	\$1,743
State	\$19,800	\$40,927	\$55,146	179	(\$54)
Family Income (\$)					
	1979	1989	1999	% Change 1979 to 1999	\$ Change in Buying Power 1989 to 1999
Township	\$14,946	\$27,576	\$40,208	169	\$3,008
County	\$18,800	\$39,797	\$56,420	200	\$2,720
State	\$22,906	\$47,589	\$65,370	185	\$1,170
Per Capita Income (\$)					
	1979	1989	1999	% Change 1979 to 1999	\$ Change in Buying Power 1989

<sup>1</sup> The decennial US Census long form questionnaire asks for a reporting of gross income of the prior year. So, if the Census was taken in 2000, the form would request information relating to gross income earned in 1999.

<sup>2</sup> CPI series for all items in the Northeastern urban area with a base period of 1982-1984=100 (1999 CPI of 173.5 and 1989 CPI of 128.6). Change in buying power is measure in dollar values of 1999.

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					to 1999
<b>Township</b>	\$6,355	\$18,102	\$22,198	249	(\$2,202)
<b>County</b>	\$7,009	\$18,936	\$23,054	263	(\$2,446)
<b>State</b>	\$8,127	\$18,714	\$27,006	232	\$1,006

The following tables indicate the range of household income that households in the Township report.

- In 1999, a majority of households (over 55 percent) in the Township reported an income of less than \$35,000, which in 1999 was the moderate-income limit for a 1-person family.
- In 1989, nearly 55 percent households reported an income of less than \$25,000, which in 1989 was the moderate-income limit for a 2-person household.
- In 1979, one-third of households reported an income of less than \$10,000, which in 1979 was the moderate-income limit for a 1-person household.

**Household Income by Number of Households for Berkeley Township, 1999**

Household Income	# Households	% TOTAL
\$0 to \$9,999	1,373	6.9
\$10,000 to \$19,999	3,841	19.4
\$20,000 to \$24,999	1,947	9.8
\$25,000 to \$34,999	3,764	19.0
\$35,000 to \$49,999	3,670	18.5
\$50,000 to \$74,999	2,792	14.1
\$75,000 to \$99,999	1,308	6.6
\$100,000 to \$149,999	802	4.0
\$150,000+	331	1.7
<b>TOTAL</b>	<b>19,828</b>	<b>100</b>

**Household Income by Number of Households for Berkeley Township, 1989**

Household Income	# Households	% TOTAL
\$0 to \$9,999	2,286	13.0
\$10,000 to \$14,999	2,507	14.2
\$15,000 to \$24,999	4,866	27.6
\$25,000 to \$34,999	3,155	17.9
\$35,000 to 49,999	2,397	13.6
\$50,000 to \$74,999	1,685	9.6
\$75,000 to \$99,999	457	2.6
\$100,000 to \$149,999	202	1.1
\$150,000+	69	0.4
<b>TOTAL</b>	<b>17,624</b>	<b>100.0</b>

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**Household Income by Number of Households for Berkeley Township, 1979**

Household Income	# Households	% TOTAL
\$0 to \$9,999	3,214	33.3
\$10,000 to \$14,999	2,293	23.7
\$15,000 to \$19,999	1,681	17.4
\$20,000 to \$24,999	1,132	11.7
\$25,000 to \$34,999	918	9.6
\$35,000 to \$49,999	343	3.6
\$50,000+	62	0.7
<b>TOTAL</b>	<b>9,643</b>	<b>100.0</b>

In general, the number of persons and families living in poverty in the Township and the County decreased between 1979 and 1989, and increased slightly between 1989 and 1999. The percentage of persons and families living in poverty is lower in the Township than in the County as a whole.

**Income Below Poverty Level for Berkeley Township and Ocean County, 1999**

	Number	Percent of Total in Category
<b>Township</b>	418 families	3.4
	2,157 persons	5.4
<b>County</b>	6,631 families	4.8
	34,945 persons	7.0

**Income Below Poverty Level for Berkeley Township and Ocean County, 1989**

	Number	Percent of Total in Category
<b>Township</b>	335 families	2.7
	1,677 persons	4.5
<b>County</b>	5,170 families	4.3
	25,600 persons	6.0

**Income Below Poverty Level for Berkeley Township and Ocean County, 1979**

	Number	Percent of Total in Category
<b>Township</b>	461 families	5.9
	1,787 persons	7.7
<b>County</b>	6,086 families	6.1
	27,613 persons	8.0

## HOUSING INVENTORY

### **Housing Units and Occupancy**

As seen in the tables below, the number of year-round, occupied housing units in the Township increased 275 percent, from 5,293 to 19,828 between the 1980 to 2000 period. Since 1970, seasonal housing has declined significantly as a proportion of the total housing stock in Berkeley – from 12.8 percent in 1970 to 6.8 percent in 2000. In 2000, 95.9 percent of all year-round occupied units were single-family detached structures. The vast majority of those structures were occupied by their owners. The second most prevalent unit-type is the single-family attached (townhouse) unit, of which there were 201 units in 2000. These units represent only 1.0 percent of the year-round occupied units in the Township, and the majority of these units, again, are occupied by their owners. In fact, 92.9 percent of all year-round housing units were owner-occupied in 2000, 93.1 percent in 1990 and 95.8 percent in 1980, which is indicative of their sustained affordability despite any significant increase in household buying power in the Township.

**Year-Round Occupied Housing Stock By Units in Structure and Tenure for  
Berkeley Township, 2000**

TYPE	Owner Occupied		Renter Occupied		Total Year-Round Occupied Units	% TOTAL
	#	%	#	%		
Single Family detached	18,101	98.2	921	65.9	19,022	95.9
Single Family attached	159	1.0	42	3.0	201	1.0
2 Family	8	0	50	3.6	58	0.3
3 to 4 Family	20	0.1	57	4.0	77	0.4
Multifamily, 5 to 9	42	0.2	117	8.3	159	0.8
Multifamily, 10 to 19	46	0.2	123	8.8	169	0.9
Multifamily, 20 to 49	25	0.1	53	3.9	78	0.4
Multifamily, 50+	0	0	35	2.5	35	0.2
Mobile Home, Trailer, Other	29	0.2	0	0	29	0.1
<b>TOTAL</b>	<b>18,430</b>	<b>100.0</b>	<b>1,398</b>	<b>100.0</b>	<b>19,828</b>	<b>100.0</b>

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**Year-Round Occupied Housing Stock By Units in Structure and Tenure for  
Berkeley Township, 1990**

TYPE	Owner Occupied		Renter Occupied		Total Year-Round Occupied Units	% TOTAL
	#	%	#	%		
Single Family detached	16,324	99.5	747	61.8	17,037	96.7
Single Family attached	61	0.4	31	2.6	89	0.5
2 Family	4	0.0	37	3.1	49	0.3
3 to 4 Family	9	0.1	23	1.9	41	0.2
Multifamily, 5 to 9	0	0.0	97	8.0	94	0.5
Multifamily, 10 to 19	0	0.0	165	13.6	192	1.1
Multifamily, 20 to 49	0	0.0	93	7.8	72	0.4
Multifamily, 50+	0	0.0	0	0.0	0	0.0
Mobile Home, Trailer	0	0.0	0	0.0	11	0.1
Other	0	0.0	15	1.2	29	0.2
<b>TOTAL</b>	<b>16,406</b>	<b>100.0</b>	<b>1,208</b>	<b>100.0</b>	<b>17,614</b>	<b>100.0</b>

**Year-Round Occupied Housing Stock By Units in Structure and Tenure for  
Berkeley Township, 1980**

TYPE	Owner Occupied		Renter Occupied		Total Year-Round Occupied Units	% TOTAL
	#	%	#	%		
Single Family detached	3,821	95.8	284	21.8	4,105	77.6
Single Family attached	44	1.1	24	1.8	68	1.3
2 Family	71	1.7	150	11.5	221	4.2
3 to 4 Family	14	0.4	186	14.2	200	3.7
Multifamily, 5 to 9	39	1.0	96	7.4	135	2.5
Multifamily, 10 to 19	--	--	363	27.8	363	6.9

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TYPE	Owner Occupied		Renter Occupied		Total Year-Round Occupied Units	% TOTAL
	#	%	#	%		
Multifamily, 20 to 49	--	--	195	15.0	195	3.7
Multifamily, 50+	--	--	6	0.5	6	0.1
Mobile Home/Trailer	--	--	--	--	--	--
<b>Total</b>	3,989	100.00	1,304	100.00	5,293	100.00

### Age of Housing

The majority of housing units in the Township were constructed between 1970 and 1989 (67 percent). The decade with the highest percentage of units constructed occurred in the 1980s. Given the fact that the median year built was reported to be 1981, the majority of housing units in Berkeley Township can be considered new, and therefore likely to be in adequate physical condition.

### Age of Total Housing Stock for Berkeley Township, 1939 or earlier to 2000

	Dwelling Units	Percent
1999 to March 2000	260	1.2
1995 to 1998	1,087	4.9
1990 to 1994	2,030	9.1
1980 to 1989	8,369	37.5
1970 to 1979	6,573	29.5
1960 to 1969	1,831	8.2
1950 to 1959	1,339	6.0
1940 to 1949	365	1.6
1939 or earlier	437	2.0
<b>Total</b>	22,291	100.0
<b>Median year built</b>	1981	

The tables below depict the rapid decrease in household size in the Township between 1980 and 2000. In 2000, the vast majority of households in the Township were 1- and 2-person households, in contrast to 1980 where the predominate household size was 4-person. Despite the high homeownership rates depicted in the foregoing tables, it can be seen that a significant, and increasing, number of these smaller households rent their units. In 2000, 52.1 percent of all renter-occupied units were rented by 1-person households, while only 34.8 percent of owner-occupied units were occupied by 1-person households.

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**Number of Occupied Dwelling Units by Household Size and Tenure for  
Berkeley Township, 2000**

	Owner Occupied		Renter Occupied		TOTAL	
	#	%	#	%	#	%
<b>1 Person</b>	6,415	34.8	729	52.1	7,144	36.0
<b>2 Person</b>	8,722	47.3	309	22.1	9,031	45.5
<b>3 Person</b>	1,605	8.8	145	10.4	1,750	8.8
<b>4 Person</b>	1,038	5.6	54	3.9	1,092	5.5
<b>5 Person</b>	470	2.5	81	5.8	551	2.8
<b>6 Person</b>	128	0.7	28	2.0	156	0.9
<b>7+ Persons</b>	52	0.3	52	3.7	104	0.5
<b>Subtotal</b>	18,430	100.0	1,398	100.0	19,828	100.0

**Number of Occupied Dwelling Units by Household Size and Tenure for  
Berkeley Township, 1990**

	Owner Occupied		Renter Occupied		TOTAL	
	#	%	#	%	#	%
<b>1 Person</b>	4,439	27.1	489	40.4	4,928	28.0
<b>2 Person</b>	8,919	54.4	348	28.8	9,267	52.6
<b>3 Person</b>	1,368	8.3	160	13.2	1,528	8.7
<b>4 Person</b>	974	5.9	116	9.6	1,090	6.2
<b>5 Person</b>	489	3.0	48	4.0	537	3.0
<b>6 Person</b>	152	0.9	31	2.7	183	1.0
<b>7+ Persons</b>	65	0.4	16	1.3	81	0.5
<b>Total</b>	16,406	100.0	1,208	100.0	17,614	100.0

**Number of Occupied Dwelling Units by Household Size and Tenure for  
Berkeley Township, 1980**

	Owner Occupied		Renter Occupied		TOTAL	
	#	%	#	%	#	%
<b>1 Person</b>	267	6.8%	397	30.5	664	12.5
<b>2 Person</b>	862	21.6	486	37.2	1,348	25.5
<b>3 Person</b>	893	22.4	208	16.0	1,101	20.8
<b>4 Person</b>	1,071	26.8	118	9.0	1,189	22.4
<b>5 Person</b>	519	13.0	54	4.2	573	10.8
<b>6 Person</b>	225	5.6	24	1.8	249	4.7
<b>7+ Persons</b>	152	3.8	17	1.3	169	3.3
<b>Total</b>	3,989	100.0	1,304	100.0	5,293	100.0



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### Bedrooms per Household

Bedroom distribution in the Township, for the most part, does not follow the pattern in the County as a whole. The average number of bedrooms in the Township is two (2), with 70 percent of units containing two (2) bedrooms (US Census 2000). This situation reflects the smaller household sizes in the Township. Two-bedroom units are also prevalent in the County as a whole, however represented only 37.4 percent of all unit types in 2000.

**Year-Round Housing Units by Bedroom Type for Berkeley Township, 1980-2000**

	1980		1990		2000	
	#	%	#	%	#	%
<b>No Bedroom</b>	7	0.1	62	0.3	87	0.4
<b>1 Bedroom</b>	929	17.2	621	3.2	808	3.6
<b>2 Bedroom</b>	977	18.0	14,181	72.4	15,528	70.0
<b>3 Bedroom</b>	2,213	40.9	3,497	17.8	4,109	18.4
<b>4+ Bedroom</b>	1,290	23.8	1,228	6.3	1,759	7.9
<b>TOTAL</b>	5,416	100.0	19,589	100.0	22,291	100.0

**Year-Round Housing Units by Bedroom Type for Ocean County, 1980-2000**

	1980		1990		2000	
	#	%	#	%	#	%
<b>No Bedroom</b>	993	0.7	1,328	0.7	1,804	0.7
<b>1 Bedroom</b>	14,375	10.3	16,825	7.9	18,734	7.5
<b>2 Bedroom</b>	55,814	39.7	86,145	40.5	92,937	37.4
<b>3 Bedroom</b>	48,284	34.2	76,631	36.0	84,360	34.0
<b>4+ Bedroom</b>	21,171	15.1	31,730	14.9	50,876	20.4
<b>TOTAL</b>	140,637	100.0	212,659	100.0	248,711	100.0

### Household Value

Housing values increased in the Township between the 1980 and 2000 period. Median value of owner-occupied units increased from \$44,200 in 1980 to \$102,100 in 2000, which is a 172 percent increase, however median value did not increase between 1990 and 2000. This means that one-half of all owner-occupied units are still valued at lower than \$102,111, and one-half are valued at more than \$102,111. As can be seen in the following tables, when housing values for 1990 and 2000 are compared, there have been equivalent increases in the numbers of units that are valued at more than \$100,000 and those valued at less than \$100,000. That is, either new units that have been constructed are selling for less than the median \$102,100, or the existing units are filtering down below median value. In either case, the affordability of units is being balanced, and there are a number of units available in every price range in the Township.

Median housing value in the Township is slightly lower than that of the County, but is comparable, and reflects the presence of smaller units that are available for smaller households in the Township. Moreover, to account for inflation, adjusting the 1990 median value in terms of 2000 dollars, Berkeley's median housing value dropped by a significant \$32,700—equivalent to an inflation-adjusted decrease of nearly 25 percent. Median value in the County increased from \$124,700 in



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1990 to \$128,000 in 2000. The median value of owner-occupied dwellings in the Township and the County are both lower than the State median of \$170,800 in 2000.

**Comparison of Value of Specified Owner-Occupied Housing Units for  
Berkeley Township, 1990 to 2000**

Value	# Units		# Change
	1990	2000	
\$0 to 49,999	424	178	(246)
50,000 to 59,999	288	310	22
60,000 to 99,999	6,839	8,161	1,322
100,000 to 124,999	4,755	3,837	(918)
125,000 to 149,999	2,100	2,786	686
150,000 to 174,999	729	1,168	439
175,999 to 199,999	212	673	461
200,000+	568	815	247
<b>TOTAL</b>	<b>15,915</b>	<b>17,928</b>	<b>2,013</b>
<b>Median</b>	<b>\$102,100<sup>3</sup></b>	<b>\$102,100</b>	<b>\$0</b>

**Value of Specified Owner-Occupied Housing Units for Berkeley Township, 2000**

Value	Township		County	
	# Units	% TOTAL	# Units	% TOTAL
\$0 to 14,999	78	0.4	1,403	0.8
15,000 to 19,999	37	0.2	934	0.7
20,000 to 24,999	26	0.1	1,047	0.7
25,000 to 29,999	18	0.1	1,378	0.9
30,000 to 34,999	0	0	1,458	0.9
35,000 to 39,999	11	0.1	1,573	0.9
40,000 to 49,999	8	0	3,314	2.0
50,000 to 59,999	310	1.7	4,086	2.4
60,000 to 69,999	1,167	6.5	6,115	3.5
70,000 to 79,999	1,868	10.5	8,172	4.9
80,000 to 89,999	2,491	13.9	10,753	6.4
90,000 to 99,999	2,635	14.7	11,813	7.1
100,000 to 124,999	3,837	21.5	27,989	16.8
125,000 to 149,999	2,786	15.5	28,046	16.8
150,000 to 174,999	1,168	6.5	19,416	11.6
175,999 to 199,999	673	3.8	12,284	7.4
200,000+	815	4.5	26,998	16.2
<b>TOTAL</b>	<b>17,928</b>	<b>100.0</b>	<b>166,779</b>	<b>100.0</b>
<b>Median</b>	<b>\$102,100</b>	<b>--</b>	<b>\$128,000</b>	<b>--</b>

<sup>3</sup> To keep up with inflation, Berkeley's median housing value in 2000 would need to be \$134,800 (CPI Housing CF of 1.32 (base year 1982 to 1984=100))

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**Value of Specified Owner-Occupied Housing Units for Berkeley Township, 1990**

Value	Township		County	
	# Units	% TOTAL	# Units	% TOTAL
\$0 to 49,999	424	2.6	3,618	3.0
\$50,000 to 59,999	288	1.8	2,965	2.5
\$60,000 to 74,999	1,357	8.5	7,592	6.2
\$75,000 to 99,999	5,482	34.4	21,724	17.7
\$100,000 to 124,999	4,755	29.9	25,617	20.9
\$125,000 to 149,999	2,100	13.2	22,613	18.5
\$150,000 to 174,999	729	4.6	14,755	12.0
\$175,000 to 199,999	212	1.3	7,627	6.2
\$200,000+	568	3.6	15,982	13.0
<b>TOTAL</b>	<b>15,915</b>	<b>100.00</b>	<b>122,493</b>	<b>100.0</b>
<b>Median</b>	<b>\$102,111</b>		<b>\$124,700</b>	<b>--</b>

**Value of Specified Owner-Occupied Housing Units for  
Berkeley Township and Ocean County, 1980**

Value	Township		County	
	# Units	% TOTAL	# Units	% TOTAL
\$0 to 14,999	24	0.3	618	0.7
\$15,000 to 19,999	79	0.9	1,244	1.4
\$20,000 to 24,999	157	1.9	2,725	3.2
\$25,000 to 29,999	263	3.1	4,189	4.9
\$30,000 to 34,999	633	7.5	6,924	8.1
\$35,000 to 39,999	1,272	15.2	9,084	10.6
\$40,000 to 49,999	3,599	43.0	21,654	25.3
\$50,000 to 59,999	1,581	19.0	16,071	18.8
\$60,000+	758	9.1	23,123	27.0
<b>TOTAL</b>	<b>8,366</b>	<b>100.00</b>	<b>85,632</b>	<b>100.0</b>
<b>Median</b>	<b>\$44,200</b>	<b>--</b>	<b>\$48,200</b>	<b>--</b>

**Contract Rent**

Although it is difficult to measure true increases in cash rent due to inflationary considerations, it can be said that rents continue to be spread evenly from the No Cash Rent end of the spectrum to rents over \$1,000. This is indicative of a continued, wide variety of rental options in the Township. 1990 and 2000 US Census data provides information on rents by number of bedrooms in the unit, so it can be seen that there continues to be a variety of unit types in each rental price range, and that a significant number of rentals continue to exist in the lowest price ranges.

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**Rents (for Renter-Occupied Units) by Number of Bedrooms for Berkeley Township, 2000**

	Up to \$299	\$399- 499	\$500- 749	\$750- 999	\$1,000+	No Cash Rent/Other	Total Units
No Bedrooms	15	0	0	0	14	0	29
1 Bedroom	150	65	153	53	20	11	452
2 Bedrooms	35	16	94	219	27	202	593
3 or more Bedrooms	0	12	23	50	221	18	324
<b>TOTAL</b>	<b>200</b>	<b>93</b>	<b>270</b>	<b>322</b>	<b>282</b>	<b>231</b>	<b>1,398</b>
<b>% Total</b>	<b>14.3</b>	<b>6.7</b>	<b>19.3</b>	<b>23.0</b>	<b>20.2</b>	<b>16.5</b>	<b>100.0</b>

**Rents (for Renter-Occupied Units) by Number of Bedrooms for Berkeley Township, 1990**

	Up to \$299	\$300- 499	\$500- 749	\$750- 999	\$1,000+	No Cash Rent/Other	Total Units
No Bedrooms	13	13	0	0	0	0	26
1 Bedroom	182	35	119	28	0	13	377
2 Bedrooms	7	25	120	189	0	54	395
3 or more Bedrooms	0	0	59	124	109	86	378
<b>TOTAL</b>	<b>202</b>	<b>73</b>	<b>298</b>	<b>341</b>	<b>109</b>	<b>153</b>	<b>1,176</b>
<b>% Total</b>	<b>17.2</b>	<b>6.2</b>	<b>25.3</b>	<b>29.0</b>	<b>9.3</b>	<b>13.0</b>	<b>100.0</b>

**Occupied Rental Units by Cash Rent for Berkeley Township, 1980**

Cash Rent	Up to \$169	\$170-249	\$250-349	\$350-499	\$500+	No Cash Rent/Other	Total Units
# Units	6	85	788	318	57	50	1,304
<b>% Total</b>	<b>0.5</b>	<b>6.5</b>	<b>60.4</b>	<b>24.4</b>	<b>4.4</b>	<b>3.8</b>	<b>100.0</b>

### Housing Affordability

The basic measure of affordable housing used by COAH is that gross rent (including utilities) will represent no more than 30% of gross household income and that mortgage payments (including taxes, insurance, and homeowner's association fees) will represent no more than 28% of gross household income.

A low-income household is a household whose gross income is equal to or less than 50% of the median gross income for a household of the same size within the same housing region. A moderate-income household is a household whose gross income falls between 50% and 80% of the median household income within the same housing region. Berkeley Township is in Region 4, consisting of Mercer, Monmouth, and Ocean Counties.

Using COAH's 2000 median income limit figure of \$84,566 for a four-person household in Region 4, the moderate-income household income limit was \$67,653 and \$42,283 for a low-income household of the same size.

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The following is an inventory from the 2000 Census, of rental and housing units with gross rent or housing value indicated.

**Housing Values, 2000**

<u>Owner-Occupied Units</u>	<u>Number</u>	<u>Percentage</u>
Less than \$50,000	178	1.0
\$50,000 to \$99,999	8,471	47.3
\$100,000 to \$149,999	6,623	36.9
\$150,000 to \$199,999	1,841	10.3
\$200,000 to \$299,999	615	3.4
\$300,000 to \$499,999	177	1.0
\$500,000 to \$999,999	14	0.1
\$1,000,000 or more	9	0.1
Total	17,928	100.0
Median Housing Value	\$102,100	

Source: US Census

**Gross Rent, 2000**

<u>Renter-Occupied Units</u>	<u>Number</u>	<u>Percentage</u>
Less than \$200	75	5.4
\$200 to \$299	125	8.9
\$300 to \$499	93	6.7
\$500 to \$749	270	19.3
\$750 to \$999	322	23.0
\$1,000 to \$1,499	253	18.1
\$1,500 or more	29	2.1
No cash rent	231	16.5
Total	1,398	100.0
Median Gross Rent	\$774	

Source: US Census

The following table illustrates the estimated number of rental and owner-occupied units located in Berkeley that were affordable to low-, moderate-, and median income households (based on COAH's year 2000 income limits for a four-person household in Region 4). In 2000, 636, or 45.5% of all rental units were affordable to low-income households. Purchase prices were less affordable, with 5,368 of 17,928 housing units, or about 30% of housing units affordable to low-income households.

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Four-person HH Income Category	Gross Annual Income Limit	Affordable Monthly Rent Limit	Affordable Rental Units Estimate (Census 2000)	Affordable Purchase Price <sup>4</sup>	Affordable Ownership Units Estimate (Census 2000)
Median	\$64,505	\$1,613	1,167	\$161,263	15,687
Moderate	\$51,604	\$1,290	1,032	\$129,010	12,492
Low	\$32,253	\$806	636	\$80,633	5,368

### Analysis of Sub-Standard Housing

Prior to 1960, census takers attempted to physically identify housing in poor condition from field surveys. Currently, deficient housing is isolated through housing-quality surrogates. Data from the 2000 U.S. Census of Population and Housing is used to identify housing units in substandard condition by way of housing quality surrogates.

There are five (5) housing quality surrogates that can generally indicate substandard housing.

- Age. Units built before 1940 are considered to have a significant age factor. Approximately 1.9 percent of the Township's housing stock was built before 1940.
- Overcrowding. Units containing more than 1.0 persons per room are considered to be overcrowded. A small percentage (0.8 percent) of the units in the Township are considered crowded.
- Plumbing facilities. Units lacking complete plumbing for exclusive use are considered deficient. A small percentage (0.3 percent) of the units in the Township lack complete plumbing facilities.
- Kitchen facilities. Units lacking a sink with piped water, a stove and a refrigerator are considered deficient. In the Township, 0.2 percent of units lack complete kitchen facilities.
- Heating facilities. Inadequate heating is the use of coal, coke, wood or no fuel at all. Approximately 0.5 percent of units in the Township lack adequate heating fuel.

Only 1.9 percent of Berkeley's housing stock is 60 years or older. Less than 1 percent of housing units can be considered overcrowded, lack plumbing, kitchen facilities or central heating.

### Quality Indicators, Housing Stock for Berkeley Township, 2000

	Number	% of Total
Built before 1940	437	1.9
Overcrowded	193	0.8
Lacking complete plumbing	71	0.3
Lacking complete kitchen facilities	60	0.2
Inadequate heating	104	0.5
<b>Total Housing Units</b>	<b>22,291</b>	<b>100</b>

*Source: Census 2000 Summary File 3 (SF 3) - Sample Data*

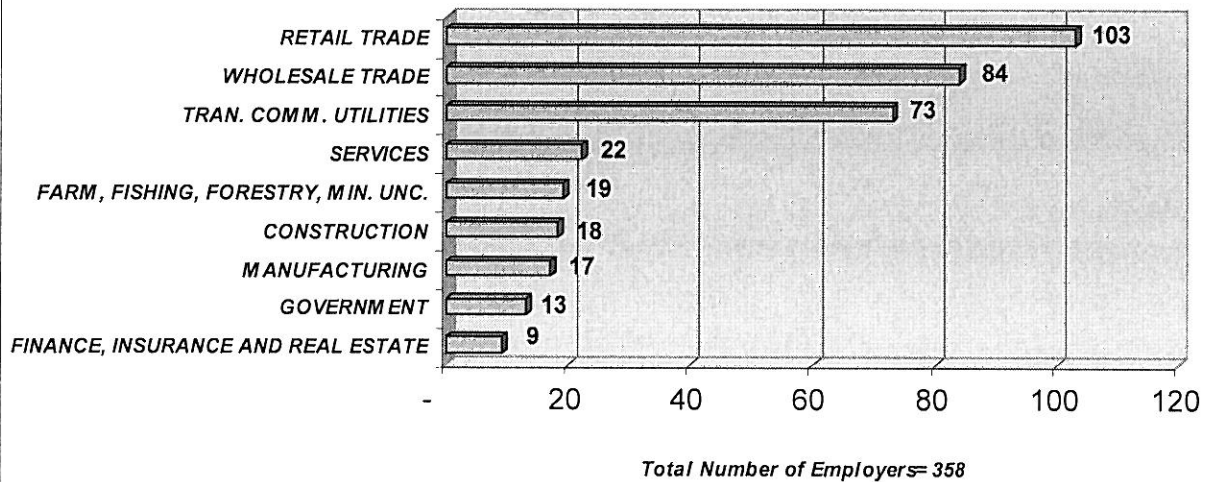
<sup>4</sup> Affordable purchase price threshold is established using affordability standards of 2.5 times household income for ownership units and 30% of monthly income for rentals.

## EMPLOYMENT ANALYSIS

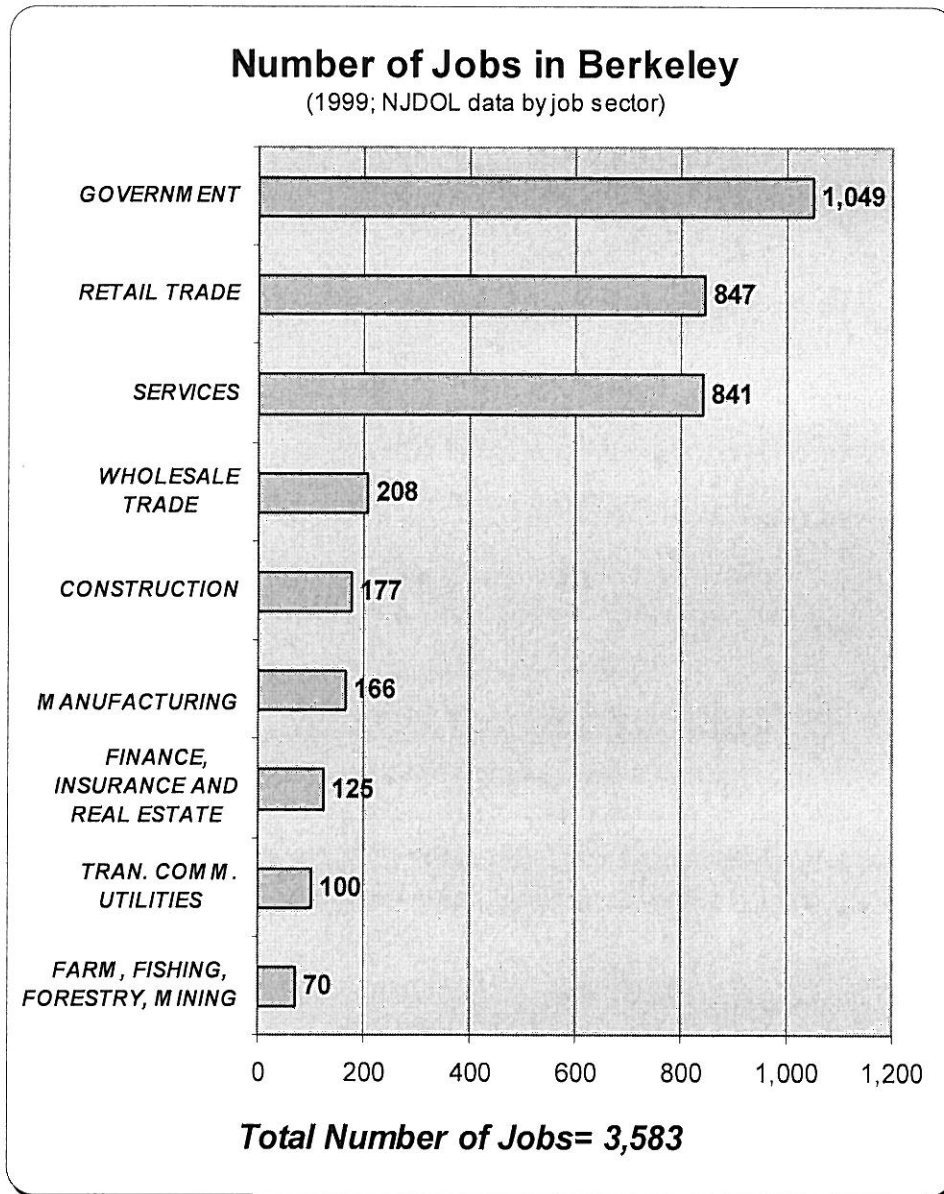
### **At place employment**

In 1999, retailers were the most numerous employers in Berkeley Township providing 847 jobs in 103 places of employment. Retail trade jobs ranked second only to government jobs; however, retail jobs were at the bottom of the salary scale with an average annual salary of less than \$15,000 compared to the \$40,038 average annual salary for government jobs.

**Employers in Berkeley (1999)**

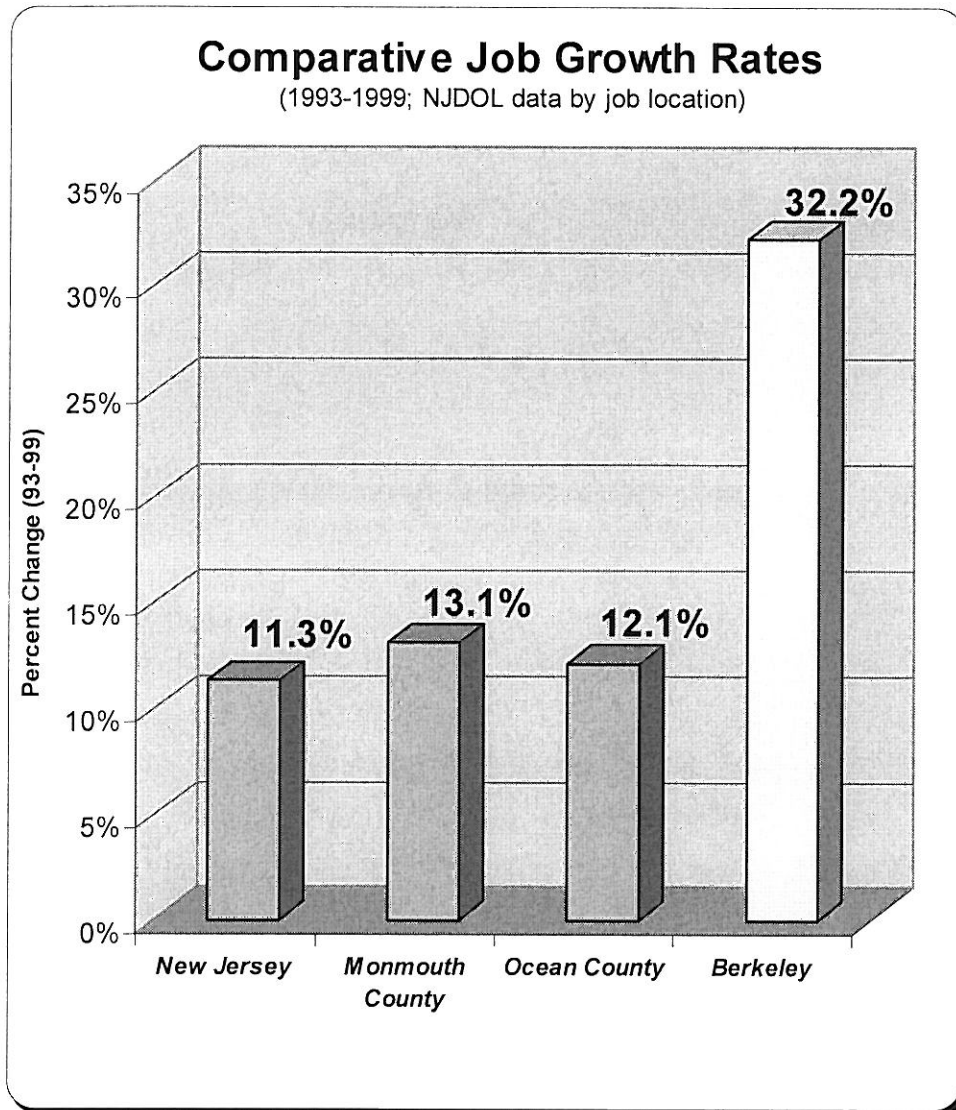






The government sector in Berkeley Township (municipal, county, state and public school jobs) had the most employees in 1999 with 1,049 jobs, an increase of 706 jobs and nine places of employment since 1993. Other notable job sector gains during this same period were in the wholesale trade sector (112 jobs) and in the service sector (203 jobs). Most other sectors realized modest losses during the same six year period.

Job growth has been strong in Berkeley Township, with a net increase of 873 jobs across all job sectors during the period between 1993 and 1999. Berkeley Township has significantly outpaced the rate of growth experienced in Ocean County, Monmouth County and New Jersey. The percent increase in the number of jobs located in Berkeley Township from 1993 to 1999 was nearly three times greater than the growth rate for the state—32.2% versus 11.3%.



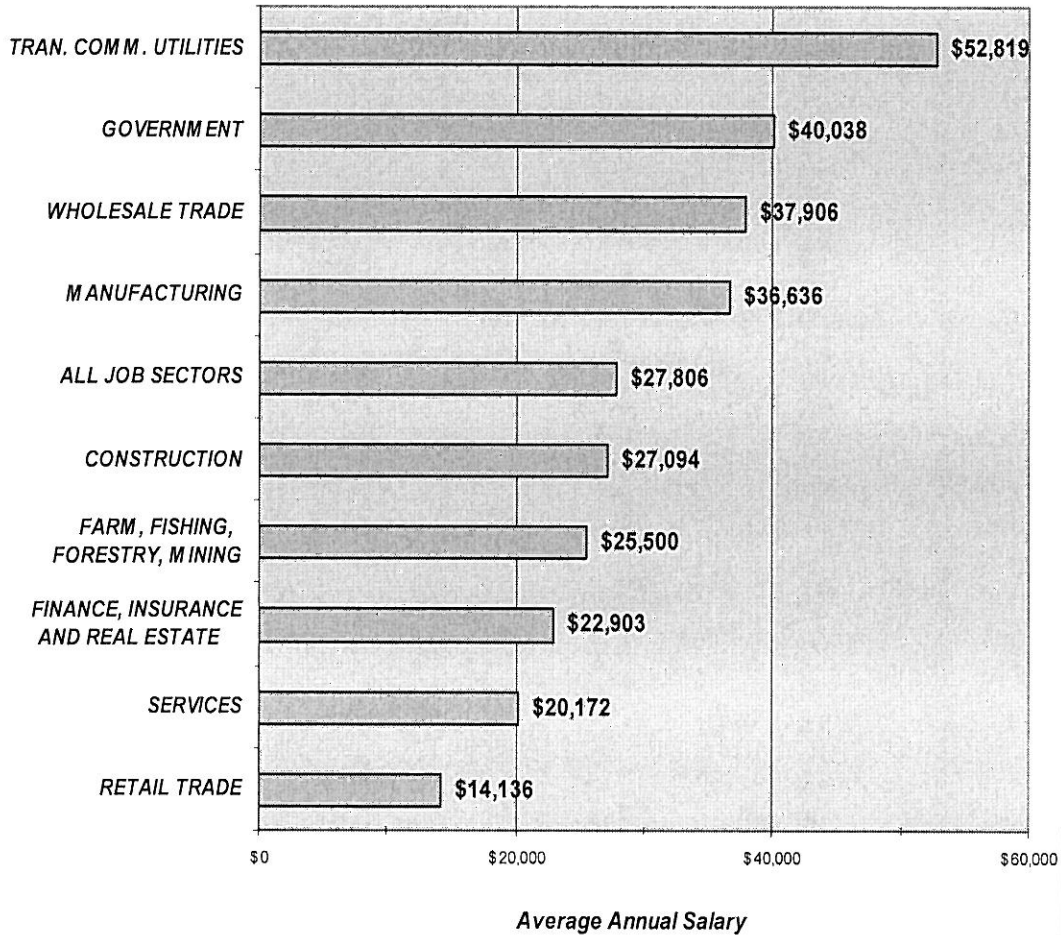
### Salaries

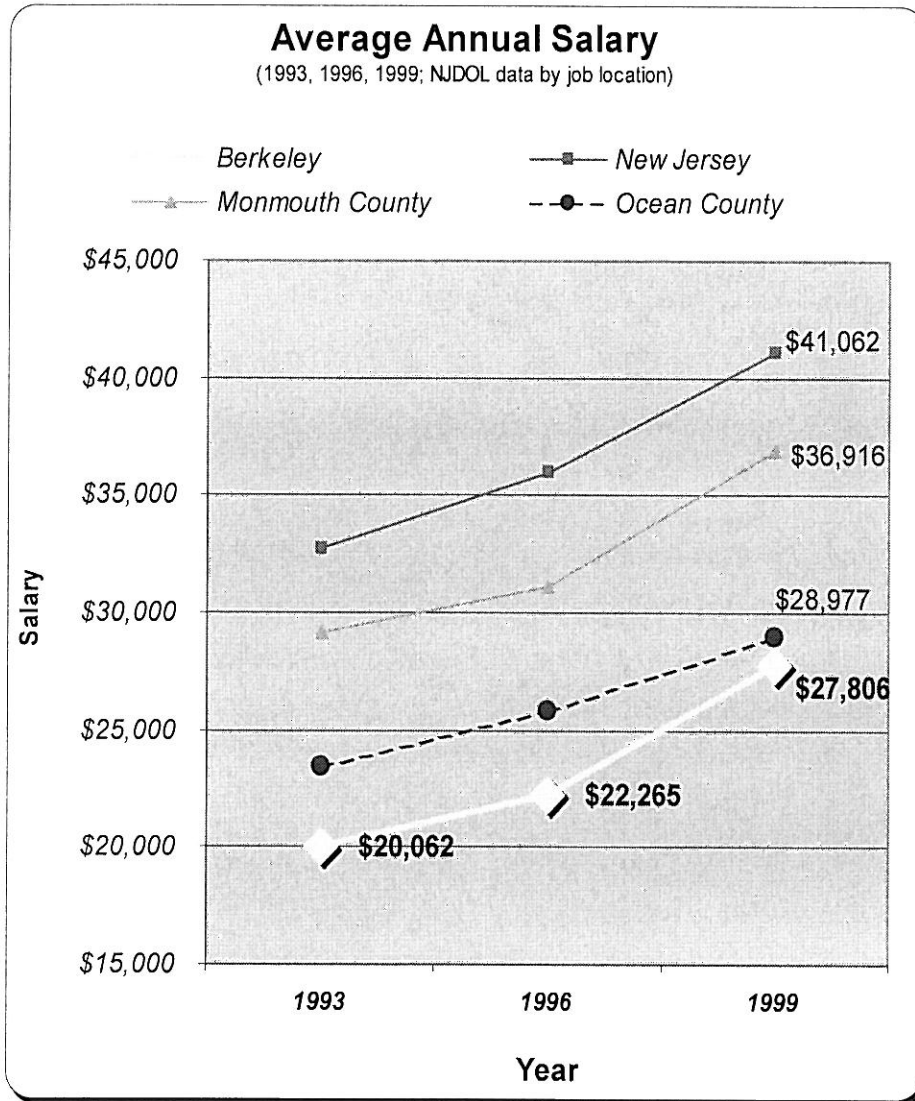
For jobs located in Berkeley Township, the job sector with the highest average salary in 1999 was transportation, communications and utilities with an average salary of almost \$53,000. Other higher-paid salaries in Berkeley Township fall into the sectors of manufacturing, government, and wholesale trade. Jobs found in the retail sales and services categories were clearly exhibiting the lowest paid average annual salaries. Jobs in retail trade were maintaining an average annual salary that was nearly half the overall average for all jobs.



### Average Annual Salaries for Jobs in Berkeley

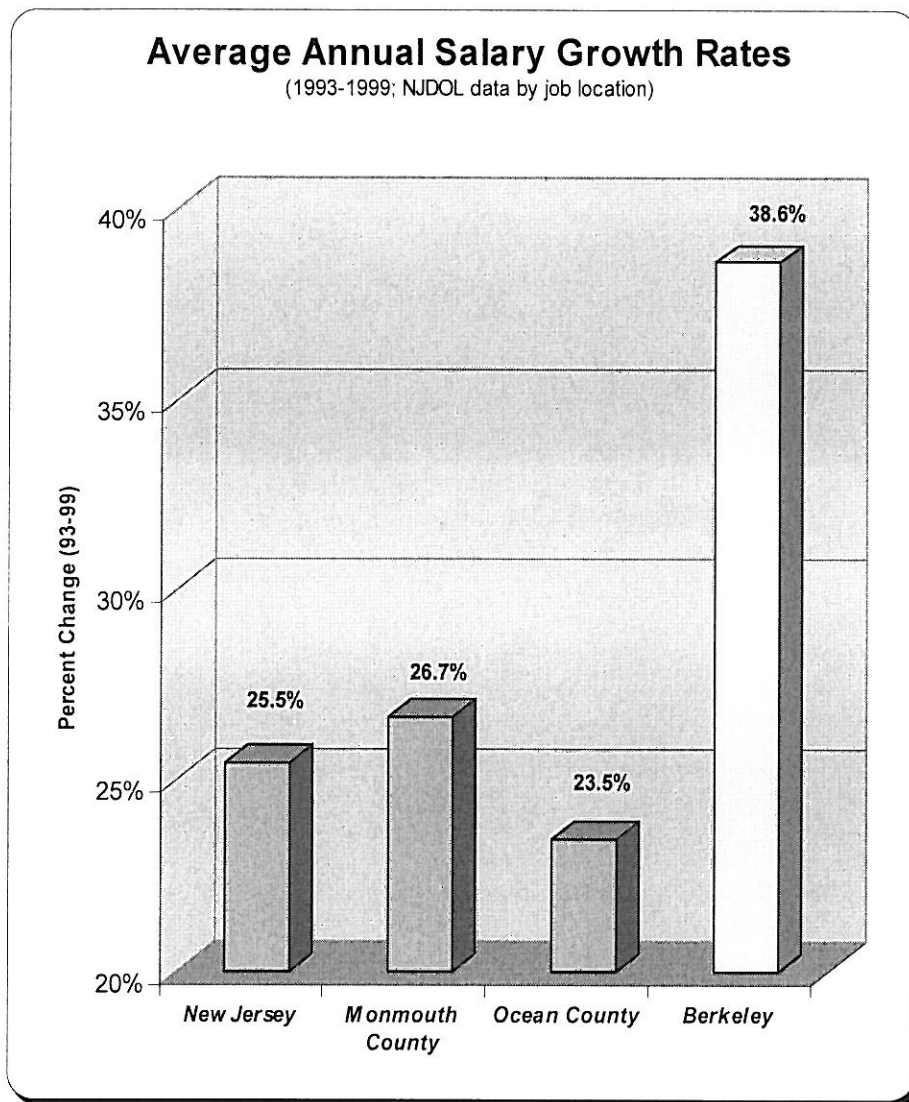
(1999; NJDOL data ranked by job sector)





Among all job sectors in 1999, the overall average annual salary for a job located in Berkeley Township was \$27,806, an increase of \$5,541 over the average salary of 1996 and an increase of \$7,744 from 1993. Historically, the average annual salary for jobs located in Berkeley Township has been slightly lower than the Ocean County figure. Monmouth County and New Jersey (statewide) have been consistently higher in terms of average annual salary.

The percent increase in average annual salary for jobs located in Berkeley Township during the period between 1993 and 1999 was significantly higher than the increase for Ocean County, Monmouth County and New Jersey (statewide). If this trend continues it is evident that salaries in Berkeley Township will soon surpass Ocean County as a whole. In the near future, however, it is unlikely that salaries for jobs in Berkeley will approach the salary levels of Monmouth County or New Jersey as a whole.



### Employment Outlook

The North Jersey Transportation Planning Authority developed employment forecasts for its 13-County planning region. The NJTPA projects that the number of jobs in Berkeley Township will increase from 5,540 jobs in 2005 to 7,480 jobs in 2030.

Year	2000	2005	2010	201	2020	2025	2030
Number of Jobs	5,310	5,540	5,880	6,180	6,480	6,800	7,480

### FAIR SHARE OBLIGATION

This section includes a determination of the Township's present and prospective fair share for low and moderate income housing, and with that, an analysis of how the Township will accommodate its fair share

#### **Rehabilitation Share**

The rehabilitation share is the number of existing housing units in a municipality as of April 1, 2000 that are both deficient and occupied by households of low or moderate income. As indicated in N.J.A.C. 5:97-1 et seq. Appendix B, Berkeley's rehabilitation share is 63 units.

#### **Prior Round Obligation**

As indicated in N.J.A.C. 5:97-1 et seq. Appendix C, the prior round obligation for Berkeley is 610 units.

#### **Growth Share Obligation**

The growth share obligation is initially calculated based on projections. The projections are based on New Jersey Department of Labor and Workforce Development county projections, which are allocated to the municipal level based on historical trends for each municipality and the extent to which each municipality approaches its physical growth capacity. The projections of household and employment growth are converted into projected growth share affordable housing obligations by applying a ratio of one (1) affordable unit among five (5) residential units projected, plus one (1) affordable unit for every 16 newly created jobs projected. Based on the household and employment projections for Berkeley indicated in the table COAH prepared entitled "Total Projected Growth Share, proposed 6/16/08", the Township's projected growth share obligation is 557 affordable units.

#### **COAH 2004-2018 Projections and Growth Share Obligation for Berkeley Township**

COAH 2004-2018 Projections	Ratio	Growth Share Obligation (in affordable units)
2,160 units	1 affordable unit per 5 residential units	432
2,005 jobs	1 affordable unit per 16 jobs	125.31
<b>Total</b>		<b>557</b>

*Source: COAH's table entitled "Rehabilitation Share, Prior Round Obligation & Growth Projections based on amendments to NJAC 5:97 adopted September 22, 2008."*

In accordance with NJAC 5:97-2.4(a)1 and NJAC 5:97-2.4(b)1 there are no allowable exclusions that Berkeley may subtract from their household and employment projections.

#### **Analysis of Existing Conditions**

The Township's existing and future conditions in terms of infrastructure, land uses, economic development policies, and environmental constraints must be considered first as a basis for the

Township's plan to accommodate its fair share. See the Township's 2008 Land Use Master Plan Element for more detail.

***Infrastructure-Potable Water***

There are four privately owned water companies and one public entity providing potable water to Berkeley Township. The three primary suppliers are Aqua New Jersey, Berkeley MUA, and United Water Toms River. Areas not currently provided with public water service rely on individually operated wells. Public water infrastructure has gradually been extended to targeted, developed areas to replace individual wells. A 1989 Water Supply Master Plan for Berkeley Township determined saturation development in the MUA's service area to be approximately 7,800 units. According to the US Census, the MUA franchise area contained 3,186 dwelling units in 2000. The table below provides the most recent NJDEP capacity data for Aqua, Berkeley MUA, and United Water. All three suppliers are currently showing a surplus.

**Water Capacity**

Franchise	Monthly Allocation	Monthly Demand	Surplus
Aqua New Jersey	48 MGM	39.789 MGM	8.211 MGM
Berkeley MUA	65 MGM	33.554 MGM	31.446 MGM
United Water Co.	754.350 MGM	596.053 MGM	138.298 MGM

*Source: NJDEP Division of Water Supply – Last updated 1/10/08, 4/9/08, 8/22/07.*

***Wastewater Treatment***

**Sewer Service Area** - The majority of the Eastern mainland and the senior communities in the northwestern portion of the Township are within an approved sewer service area. Areas not within a sewer service area are isolated, and are mostly located near Barnegat Bay and Cedar Creek or in the Pinelands. These areas are either preserved open-space or severely encumbered by wetlands.

**Sanitary Sewer Collection Facilities** - Sanitary sewer service is provided by the Berkeley Township Sewerage Authority (BTSA). Most areas east of the railroad right-of-way are presently provided with sanitary sewer service, or have reasonable access to sanitary sewer infrastructure. The BTSA also provides wastewater collection service to the senior citizen communities of Holiday City and Silver Ridge Park West, in addition to Bayville and South Seaside Park. Those residents and businesses not served by the BTSA operate septic systems. The BTSA has the capacity to extend sanitary sewer service to developed lots currently served by septic systems (particularly in the Pinewald area), and has been identifying and locating streets and/or individual lots throughout the Eastern mainland that lack sanitary sewer service. Presently the BTSA wastewater collection system consists of approximately 260 miles of gravity sewer interceptors and force mains, and 14 pump stations.

**Wastewater Treatment** – The Ocean County Utilities Authority (OCUA) operates a regional wastewater reclamation system serving a total of 36 municipalities in Ocean and Monmouth Counties, including Berkeley Township. One of the OCUA's key treatment facilities, the Central Water Pollution Control Facility, is located to the north of the Pinewald neighborhood. This facility treats a combination of domestic, light industrial and commercial wastewaters, as well as septage generated from within the

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OCUA service area. The BTSA has a service agreement with OCUA under which OCUA is obligated to annually receive and treat all the wastewater flow from the BTSA.

The following capacity information for the Central Water Pollution Control Facility was supplied by the OCUA.

Permitted capacity	32.000 mgd
Actual Flow - 4 <sup>th</sup> quarter 2007	20.483 mgd
Reserved for approved projects	1.666 mgd
Total committed flow	22.149 mgd
<b>Remaining capacity</b>	<b>9.851 mgd</b>

***Plan Endorsement***

The Township is seeking Plan Endorsement to designate two Town Centers, and additional commercial nodes for future development while preserving environmentally sensitive areas of the Township for open space. The concept of Town Center #1 (located at the northern end of the Township, adjacent to the Pine Beach and Beachwood Boroughs) was conceived as part of the Berkeley visioning process in 2002-2003, which considered the future of the Township between the Garden State Parkway and Barnegat Bay, an area also known as the Eastern Mainland. The process resulted in a Vision Statement that was adopted as a supplement to the Berkeley Township Master Plan through the 2003 Master Plan Reexamination Report and Land Use Plan Amendment.

The secondary Town Center and additional nodes was a product of the Plan Endorsement Advisory Committee meeting held on March 20, 2008. Through discussions, a consensus was achieved to expand the Node located around the intersection of Route 9 and Ocean Gate Drive into a secondary Town Center, Village Center or "CAFRA Node" to enable the capacity to receive TDR credits (see discussion below of the Township's proposed Transfer of Development Rights program) and to forge a strong pedestrian link between the high density residential development on the west side of Route 9 and the commercial node anchored by the Shop Rite shopping center on the east side of Route 9.

There are three nodes proposed in the Township located along Route 9 organized around the intersections of Scott Road, Butler Boulevard, and Harbor Inn Rd.

The nodes are organized around the Route 9 corridor, pedestrian and bicycle trail system, access to public transportation, proximity to neighborhoods and community services, and existing infrastructure. The nodes contain existing commercial development and vacant parcels that present opportunities for revitalization, infill development, and potential retrofitting of existing development. The nodes primary purpose is to serve as concentrated mixed-use activity centers that provide new housing and employment opportunities in the form of compact development. The nodes and Town Centers are proposed to prevent further sprawl along the Route 9 corridor by containing future development and redevelopment within their boundaries. As development is contained, development pressure of the remaining environmentally sensitive features of the Township will be relieved and ideally preserved.

A central component of the development of the Town Centers and nodes will include affordable housing through inclusionary zoning and incentives to help satisfy the Township's fair share obligation.



### ***Transfer of Development Rights Program***

In 2004, New Jersey established a statewide Transfer of Development Rights (TDR) program. Berkeley Township was one of six communities selected to participate in a state sponsored TDR demonstration program by the New Jersey Department of Community Affairs. The purpose of the TDR program is to provide an incentive-based process for permanently preserving environmentally sensitive and open space lands that provide a public benefit through their natural state - *sending zones*. The TDR provisions are intended to preserve land by transferring the development rights associated with a parcel of land in a sending zone to a pre-determined *receiving zone*. The receiving zones - in Berkeley's case the two proposed Town Centers through Plan Endorsement - are delineated based on their ability to support additional growth and density due to the availability of infrastructure and the absence of severe environmental constraints.

A separate development transfer master plan element is being prepared by the Township in accordance with Article 18 of the Municipal Land Use Law, "State Transfer of Development Rights," and will serve as the basis for Berkeley's TDR program and ordinance. The TDR Element will include a provision for inclusionary zoning and therefore serve as a basis for the creation of an inclusionary zoning ordinance. Following is an overview of Berkeley's sending and receiving zones.

Six sending zones have been proposed. They are located in an area of the Township generally bounded by the Garden State Parkway to the west, Route 9 to the east, Lacey Township to the south, and Beachwood Borough to the north. This section of Berkeley Township, commonly known as Pinewald, is developed primarily with low-density single-family uses that do not have access to public sewers. The six sending zones are generally large tracts of undeveloped, residentially zoned land within Pinewald that are not severed by roads or public water or sewer infrastructure. When taken together the sending zones encompass approximately 1,600 acres of forested open land that for the most part are categorized as Threatened Forest Habitat (Rank 3) by NJDEP. Based on current zoning, the sending zones could yield approximately 500 residential units.

Although the sending zones are generally undeveloped woodlands and not linked to the street grid, they consist of numerous small tax lots and paper streets as a result of early 1900's subdivisions that were never developed. It is the intention to clearly define the limits of future infrastructure extensions in Pinewald thereby differentiating those portions of the subdivisions that can reasonably be expected to be supported by public infrastructure and therefore built-out; and those that are more suitable for conservation through the TDR program.

Although the preparation of the TDR Master Plan Element is still in the development stages, the Township is proposing to at least designate the two Town Centers as receiving zones. Both Town Centers are served by public water and wastewater infrastructure (both are in the OCUA sewer service area); and have the potential for either comprehensive redevelopment or infill development. Parcels eligible for additional density through the TDR program would have to be located in one of these receiving zones. The receiving zones will include an inclusionary affordable housing provision to help satisfy the Township's fair share obligation.

### ***Land Uses***

The following describes the future land use plan of the Township. Below is the list of future land use districts, and are described in more detail below.

- Conservation – Very Low Density Residential

- Low Density Residential
- Medium Density Residential
- Medium-High Density Residential
- High Density Residential
- Multi-Family Residential
- Planned Residential Retirement Community
- Bay Front Commercial
- Highway Commercial
- Corridor Node
- Conservation – Light Industrial
- Light Industrial
- Town Center 1
- Town Center 2
- Island Residential A
- Island Residential B
- Island Townhouse
- Island Cottage Community
- Island Mixed-Use
- Public Buildings and Facilities
- Parks & Open Space
- Preservation and Conservation
- Pinelands Districts

**Residential Districts**

- *Conservation – Very Low Density Residential*

The purpose of this district is to provide for very low density residential development – one-third unit per acre - in a manner that will: (1) reduce sprawl development; (2) promote stream corridor, wetlands, and critical habitat preservation; (3) encourage reduced impervious coverage to maintain ground and surface water quality; and (4) reduce the detrimental impact of non-point pollution on Cedar Creek, Barnegat Bay and the various waterways and tributaries draining into these water bodies.

This land use district generally coincides with the existing CR Zone and the proposed TDR sending zones AA, A, B, C and D. These areas are characterized by a lack of infrastructure and the presence of sensitive environmental features such as wetlands, flood hazard areas and threatened or endangered species habitat. These areas contain primarily vacant properties, much of which is publicly owned.

It should be noted that the development capacity for the TDR sending zones will be based on the current zoning in those areas, i.e. R-150 and R-400, in accordance with the Berkeley Township TDR Ordinance. The intent is to apply the Conservation Residential standards to any future development in these areas that is not transferred to a receiving zone through the TDR program.



- *Low Density Residential*

This district applies to those portions of the existing R-400 Zone that are not included in a TDR sending zone or corridor node – two small areas at the southern end of Eastern Boulevard. The primary use is single-family homes at a density of one unit per acre.

Due to the greatly reduced size of this district, consideration should be given to folding what is left of the R-400 Zone into the adjoining R-150 Zone.

- *Medium Density Residential*

This district generally corresponds to the R-200 Zone and those portions of the R-150 Zone that are not covered by a TDR sending zone. The primary use is single-family homes at a density of two to three units per acre with a cluster option to enhance and preserve open space and environmentally sensitive features.

- *Medium-High Density Residential*

This district generally corresponds to the R-125, R-100 and R-90 Zones. The primary use is single-family homes at a density of three to five units per acre or less.

- *High Density Residential*

This district generally corresponds to the existing lagoon and bay front developments that are currently in the R-64, R-60 and R-50 Zones. The primary use is single-family homes at a density of five to nine units per acre.

Consideration should be given to consolidating the R-64, R-60 and R-50 zones based on a thorough lot size analysis of each zone.

- *Multi-Family Residential*

This district is relatively small and is restricted to the existing multi-family developments in the Township with the exception of those that are located in a town center or corridor node. It encompasses the R-MF Zone as well as the R-2F Zone, which has been developed with multi-family units. The maximum density range in this district is 10 to 12 units per acre.

- *Planned Residential Retirement Community*

This district incorporates the R-400 Planned Residential Retirement Community Zone in the northwestern portion of the Township. No changes are anticipated in this district.

### *Island Districts*

The following districts apply exclusively to the South Seaside Park neighborhood on the barrier island.

- *Island Residential A*

This district generally corresponds to the existing R-50 Zone; and replaces the R-4F Zone along Beach Drive and the R-TH Zone along 24<sup>th</sup> Avenue. The primary use is single-family homes at a density of nine units per acre.

- *Island Residential B*

This district generally corresponds to the existing R-31.5 Zone and replaces the R-4F Zone between Beach Drive and 20<sup>th</sup> Avenue. The primary use is single-family homes at a density of 14 units per acre.

- *Island Townhouse*

This district generally corresponds to the existing R-TH Zone south of 14<sup>th</sup> Avenue between Bay View Avenue and Central Avenue and replaces the R-31.5 Zone in the Central Avenue median. The primary use is townhomes at a density of 15 units per acre. The existing R-TH standards need to be reviewed and revised as necessary to increase the density and incorporate design standards that require such elements as build-to lines and rear-facing garages with access from alleys.

Townhomes built in the Central Avenue median would have special standards to address the unique location and configuration of these properties. For example, the units should face east and have access to garages from the rear utilizing the West Central Avenue right-of-way. They should be built in sets of four (quads) and line up with the ends of the perpendicular blocks to maintain views to the east via landscaped pedestrian areas. To enhance circulation, West Central Avenue could be connected to Central Avenue at two locations. A minimum of eight units (two sets) would have to be built to ensure at least one pedestrian and one vehicular connection are created. This concept is illustrated in Figure III-1.

- *Island Cottage Community*

This district covers the entire Midway Beach community. The goal is to accommodate and to some extent preserve the existing tight knit development pattern that provides its own aesthetic value. At the same time, homeowners should not be prohibited from making reasonable renovations and improvements to their homes to comply for instance with building, fire and health codes and CAFRA and FEMA requirements. The standards in the current BR Beachfront Residential Zone would govern in this case.

This district also provides an option for a planned unit residential development (PURD) given a minimum contiguous parcel size of five acres that would be developed as a single entity according to a comprehensive plan. Specific standards need to be developed for the PURD and incorporated into the Zoning Ordinance. Generally, principal permitted uses would include single-family detached and townhouse units, and four-unit manor homes at an overall density not to exceed 15 units per acre. Streets would be oriented east to west – in the same fashion as the existing lanes – to maintain views to the dunes from Central Avenue. Garages would be accessed from rear alleys to maintain an attractive and pedestrian-friendly street front. No development would be permitted on the dunes.

- *Island Mixed-Use*

This district replaces the Resort Commercial Zone and the adjoining Neighborhood Business Zone at the southern end of Central Avenue. The area is currently a mix of motels, restaurants, multi-family units, attached and detached single family homes, and parking lots with no apparent theme or direction. The current RC Zone favors large scale hotels, motels, restaurants and theaters on 60,000 square foot lots; and commercial parking lots on 40,000 square foot lots. The RC Zone also permits detached single-family homes in accordance with R-50 standards. Newer construction in this area, however, appears to favor attached and multi-family residential projects, neither of which is permitted in the RC Zone.

The purpose of the Island Mixed-Use District is to promote an orderly mix of complementary uses at a scale that is more in keeping with the surrounding neighborhood. To that end, the district provides opportunities for recreation/resort oriented retail establishments including restaurants, food stores, beach supplies, and miscellaneous dry goods primarily fronting on Central Avenue and a range of residential types that would include hotels, multi-family condominiums, attached and detached single-family homes in the balance of the district.

New standards will need to be developed to ensure that new structures are right-sized to their lots possibly through the use of residential and commercial floor area ratios; that adequate parking is provided on-site; and that appropriate and sustainable landscaping is provided. Parking lots would only be permitted as an accessory use to an adjoining principal use. All retail and service uses should primarily service the local and tourist markets as opposed to a regional market.

Design guidelines should also be developed to create a more pedestrian-friendly “Main Street” environment along this portion of Central Avenue, which could serve as a focal point for the Island community. Façade, awning and signage standards should be developed for the commercial properties, and a streetscape plan should be developed to make Central Avenue itself more attractive through such means as landscaped islands and medians to better organize and soften the parking areas, corner bump-outs and defined pedestrian crossings, trees and ornamental street lights.

Central Avenue is also NJ Route 35. The draft FY 2009-2018 Statewide Transportation Improvement Program includes pavement restoration, drainage improvements and improved pedestrian crossings along Route 35. Construction funding is projected for FY 2017. This would be an opportune time for the Township to prepare a Central Avenue Plan to influence any future DOT plans.

### *Commercial Districts*

- *Bay Front Commercial*

This district replaces the small Neighborhood Business and Resort Highway Business Zones fronting the bay and the Highway Business Zone on Pelican Island. The district is meant to accommodate small scale water-dependent and recreation/resort oriented uses such as marinas, restaurants and bed and breakfast establishments. New zoning standards will need to be developed that are patterned after the Resort Highway Business Zone but with fewer permitted uses.

- *Highway Commercial*

This district represents a more concentrated land use scheme for the Route 9 corridor including a reduced HB Zone. The Highway Commercial district covers those portions of the corridor that are not included in the Town Centers or corridor nodes. The current HB Zone has also been reduced to reflect the expansion of residential uses along the corridor and opportunities for further conservation and open space initiatives.

- *Corridor Node*

The three corridor nodes are located at existing commercial concentrations along Route 9. They currently are, or are planned to be significant concentrations of commercial or mixed-use activity that should be designed, organized or retrofitted to meet certain performance standards associated with center-based development, and that incorporate the Route 9 design guidelines found in the circulation element.

Node A consists of 47 acres, 22 of which are occupied by the Foodtown shopping center. This node has the potential to accommodate additional commercial space primarily through infill and retrofitting.

Node B, at Central Parkway/Butler Boulevard, covers 29 acres and is less intensely developed than Node A. It contains a mixture of smaller commercial uses, vacant land and some underdeveloped parcels.

Node C, which is the southernmost receiving zone, covers 136 acres, primarily on the southbound side of Route 9 in the vicinity of Harbor Inn Road. This node has the most potential for new development and redevelopment. It is currently sparsely developed with the predominate use being an abandoned mining operation that constitutes the majority of the node. This node abuts the Barnegat Branch Trail on its western border and a sewer line that runs along Railroad Avenue.

The zoning ordinance will need to incorporate unique standards or conceptual designs for each node to ensure that smart growth principles will be incorporated into each node.

- *Conservation – Light Industrial*

Similar to the Conservation - Residential district, the purpose of this district is to provide for low impact light industrial development in a manner that will: (1) reduce sprawl development; (2) promote stream corridor, wetlands, and critical habitat preservation; (3) encourage reduced impervious coverage to maintain ground and surface water quality; and (4) reduce the detrimental impact of non-point pollution on the various waterways located in the district or draining to water bodies outside the district.

Performance standards will need to be developed for this district that minimize land disturbance and impervious coverage; minimize noise and odors; reduce light pollution; maximize sustainable landscaping and buffers; provide for habitat preservation and restoration; minimize water consumption; provide for effective on-site treatment and recharge of wastewater and stormwater; reduce heat island effects; maximize alternative sources of energy; remediate any existing contamination; and maximize access to alternative transportation modes.

This land use district coincides with TDR sending zone E, which includes the existing GI Zone and a portion of the existing LI Zone. Although there are presently few built improvements in this district, the majority of the district is an active extraction/mining operation also known as the NJ Pulverizing site. In spite of its industrial history, the district contains scattered wetlands and threatened or endangered species habitat.

It should be noted that the development capacity for the TDR sending zones will be based on the current zoning in those areas, i.e. GI and LI, in accordance with the Berkeley Township TDR Ordinance. The intent is to apply the Conservation Light Industrial standards to any future development in these areas that is not transferred to a receiving zone through the TDR program.

- *Light Industrial*

This district covers the LI Zone at the northern end of Hickory Lane – that portion of the LI zone outside of the TDR sending zone and not owned by the Ocean County Utility Authority. The current Light Industrial standards would be maintained.

### *Town Center Districts*

Below is a description of both town center districts. It should be noted that a central component of the development and redevelopment of the town center districts will include affordable housing through inclusionary zoning and incentives to help satisfy the Township's fair share obligation.

- *Town Center 1*

TC-1 consists of Berkeley Town Center, the northernmost and largest TDR receiving zone covering 436 acres immediately south of the Beachwood Borough border. The concept for Berkeley Town Center – a compact, mixed-use, human-scaled community – was conceived as part of the Berkeley visioning process in 2002-2003. The Township has taken several proactive steps since then to bring the Town Center to fruition. The Township Council designated the majority of the proposed Town Center as an “area in need of redevelopment” in June of 2003. In 2006, the Township adopted the Town Center Zoning District, which consists of six sub-districts including Mixed Use, Small Scale Commercial, Core Commercial, Residential, Open Space Parks and Recreation, and Environmentally Sensitive. In 2008, the Township adopted the Berkeley Town Center Redevelopment Plan to guide the comprehensive redevelopment of the site.

- *Town Center 2*

TC-2 is a second and smaller Town Center District and TDR receiving zone – 86 acres – meant to take advantage of an existing concentration of residential and commercial uses and promote pedestrian and transit friendly mixed-use design. This secondary Town Center straddles Route 9 from its intersection with Korman Road and Ocean Gate Drive, south to Bow Street. The goal is to forge a strong pedestrian link between the high density residential development on the west side of Route 9 with the commercial area anchored by the Shop Rite supermarket on the east side of Route 9 while promoting better quality design and landscaping, shared parking, and more controlled access to Route 9. A comprehensive plan needs to be developed for this center to guide the adoption of appropriate ordinance requirements.

### *Public and Conservation Districts*

- *Public Buildings and Facilities*

This district includes existing and proposed public buildings, facilities and schools.

- *Parks & Open Space*

This district includes existing and proposed parks and preserved open space. (See the 2004 Berkeley Township Recreation and Open Space Plan for additional details.)

- *Public Preservation & Conservation*

This district covers those portions of the Public Preservation/Conservation Zone that are not presently preserved as open space. The purpose of this district is to safeguard and preserve governmental open space and conservation areas and provide for very low density single-family residential development – one-third unit per acre or less with sewers, and one-fifth unit per acre or less without sewers. The purpose is also to encourage reduced impervious coverage to maintain ground and surface water quality and reduce the detrimental impact of non-point pollution on Cedar Creek, Barnegat Bay and the various waterways and tributaries draining into these water bodies.



- *Beach Conservation*

This district corresponds with the existing Beach Conservation Zone covering the ocean, beach and dune lines of the Township. No structures other than temporary structures erected by a public body for essential government services or seasonal activities are permitted.

*Pinelands Districts*

The Pinelands land use districts conform to the current Pinelands zoning districts certified by the Pineland Commission without any alterations or revisions. The Pinelands Commission is presently considering revisions to the Pinelands Management Areas. Three changes are proposed for Berkeley

- 48 acres of Rural Development Area to Forest Area,
- 740 acres of Agricultural Production Area to Forest Area, and
- 369 acres of Rural Development Area to Regional Growth Area.

The land use element and zoning ordinance will be reviewed and amended as necessary to maintain conformance with any changes eventually adopted by the Pinelands Commission.

*Economic Development Policy*

The Township's current economic development policies may be tied into the Township's pursuit for plan endorsement and the TDR Program. Center based growth and preservation of open space are two types of planning initiatives that preserve the quality of life in the Township and provide a strategy to revitalize the Route 9 corridor to provide for new jobs and housing.

*Environmental Constraints*

*Flood Zones*-As can be expected in a bay front community, flood zones cover the entire coastline of Berkeley, in some cases reaching almost as far as Route 9. The barrier island and Pelican Island are entirely within flood zones. Flood zones can be found along most of the streams and brooks throughout the Pinelands. The ocean side of the barrier island and a portion of the mainland (at the terminus of Butler Boulevard) are also subject to wave action velocity hazard.

*Wetlands*-are heavily concentrated in the Pinelands Area, and along the Barnegat Bay coast. Category One (C-1) waters are mapped within Island Beach State Park, along the Barnegat Bay, and in the Pinelands. These water bodies are classified as such due to their clarity, color, scenic setting, ecological significance, exceptional water supply significance or exceptional fisheries resources. C-1 waters require a 300-foot buffer, and their protection is the highest form of water quality protection in the State. The required buffers provide added protection to critical drinking water sources and limit degradation by non-point source pollutants.

*Threatened and Endangered Habitat*-The Pinelands portion of the Township is almost entirely covered by forest habitat as are large portions of the Township between Route 9 and the Garden State Parkway. Forest habitat generally consists of a mixture of deciduous, coniferous, and shrub like plants. These areas are suitable habitats for a number of threatened and endangered species such as the long-eared owl, the northern pine snake, and the Allegheny wood rat.

Forested wetland habitats are concentrated around streams and wetlands in wooded areas. Forested wetland habitat is primarily found in the Pinelands. These habitats are important to

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threatened and endangered species such as the blue-spotted salamander, red-shouldered hawk, and the Indiana bat.

Emergent wetland habitats are found along Barnegat Bay and Island Beach State Park. Emergent wetlands are suitable habitats for numerous threatened and endangered species, including the peregrine falcon, the eastern tiger salamander, and the bog turtle.

Beach habitat is found in Island Beach State Park along the Atlantic Ocean. These habitats are suitable for a number of threatened and endangered species such as osprey, the black skimmer, and the northeastern beach tiger beetle.

**FAIR SHARE PLAN**

The following provides a plan indicating how the Township will meet its fair share obligation.

**Rehabilitation Share**

Berkeley Township participates in the Ocean County Community Development Block Grant Housing Rehabilitation Program. The purpose of the CDBG Housing Rehabilitation Program is to bring dwellings, including owner occupied and rental units, up to local and state building codes. All funding under this program is in the form of a ten-year deferred loan. Since April 1, 2000, 135 units have been rehabilitated in the Township, at an average cost of \$12,378 per unit. The information below is the information provided to the Township from the County. The Township is claiming 135 units of credit towards its rehabilitation share. The Township intends to remain a participant in the County's program. The Township is requesting 135 rehabilitation credits.

**Number of Units Rehabilitated Under Ocean County Housing Program in  
Berkeley Township (Ocean County) since April 1, 2000**

Street Address	Year	Amount
1 Goyave St**	2000	\$ 14,615.00
1 Bahamia Dr**	2000	\$ 10,480.00
55 Pheasant Dr	2000	\$ 14,460.00
12 Tijuana Ct**	2000	\$ 5,855.00
28 Spanish Wells St**	2000	\$ 10,535.00
126 Fort de France Ave**	2000	\$ 11,185.00
72 Puerto Vallarta St**	2000	\$ 6,620.00
8 San Juan Ct**	2000	\$ 12,200.00
7 Rutland Dr**	2000	\$ 11,500.00
65 Puerto Vallarta St**	2000	\$ 10,470.00
24 Corinth Pl**	2000	\$ 9,125.00
3 Rio Ct**	2000	\$ 12,100.00
17 Encinitas Dr**	2000	\$ 12,350.00
528 Forepeak Ave	2000	\$ 16,140.00



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Street Address	Year	Amount
6 Selkirk Ave**	2000	\$ 7,930.00
120 Barbuda St**	2000	\$ 12,365.00
7 Aztec Ct**	2000	\$ 10,670.00
1005 Camino Real Ct**	2000	\$ 7,000.00
11 Falmouth St**	2000	\$ 10,405.00
175 Biabou Dr**	2000	\$ 13,760.00
15 Selkirk Ave**	2000	\$ 11,075.00
121 Bonaire Dr**	2000	\$ 6,685.00
177 Biabou Dr**	2000	\$ 10,025.00
68 Puerto Vallarta St**	2001	\$ 4,790.00
5 Salerno Ct**	2001	\$ 8,625.00
13 Venezia St**	2001	\$ 10,250.00
17 Tivoli St**	2001	\$ 6,225.00
22 Corinth Pl**	2002	\$ 11,130.00
55 Zeeland Dr**	2002	\$ 5,170.00
69 Hyannis St**	2002	\$ 9,710.00
25 Barbuda St**	2002	\$ 16,900.00
69 Pirogue St**	2002	\$ 6,600.00
47 Guadeloupe Dr**	2002	\$ 14,755.00
14 Montreal Ct**	2002	\$ 10,640.00
31 Bahamia Dr**	2002	\$ 11,975.00
58 Pirogue St**	2003	\$ 6,300.00
258 Port Royal Dr**	2003	\$ 13,440.00
153 Davenport Rd**	2003	\$ 8,825.00
209 Port Royal Dr**	2003	\$ 6,650.00
139 Torrey Pines Dr**	2003	\$ 16,120.00
303 Port Royal Dr**	2003	\$ 17,290.00
29 Seville Pl**	2003	\$ 10,645.00
213 Cabrillo Blvd**	2003	\$ 11,215.00
317 Port Royal Dr**	2003	\$ 11,340.00
4 Ashcroft Ln**	2003	\$ 17,186.00
10 Redlands Ct**	2003	\$ 13,405.00
28 Tortola St**	2003	\$ 8,585.00
4 Piccadilly Ct**	2003	\$ 6,730.00
5 Buckley Ln	2003	\$ 21,227.00
63 Puerto Vallarta St**	2003	\$ 16,300.00
7 Venezia St**	2003	\$ 10,235.00
81 Hyannis St**	2003	\$ 5,275.00

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Street Address	Year	Amount
45 Rodhos St**	2003	\$ 6,960.00
178 Charlotteville Dr N**	2003	\$ 9,925.00
6 Ashcroft Ln**	2004	\$ 11,100.00
56 Puero Vallarta St**	2004	\$ 9,300.00
619 Main St	2004	\$ 16,875.00
7 Rio Ct**	2004	\$ 17,125.00
201 Bonaire Dr**	2004	\$ 8,117.00
11 Rio Ct**	2004	\$ 10,165.00
25 Tivoli St**	2004	\$ 15,800.00
137 San Carlos St**	2004	\$ 11,846.00
35 Charlotteville Dr S**	2004	\$ 8,595.00
41 Park Ave	2004	\$ 20,820.00
236 Port Royal Dr**	2004	\$ 9,775.00
123 Port Royal Dr**	2004	\$ 4,370.00
17 Pigalle St**	2004	\$ 13,500.00
129 Rodhos St**	2005	\$ 12,390.00
16 Monaco Ct**	2005	\$ 9,885.00
136 Cabrillo Blvd**	2005	\$ 9,225.00
612 Holly Blvd	2005	\$ 31,820.00
86 Cabrillo Blvd**	2005	\$ 12,010.00
51 Rodhos St**	2005	\$ 10,525.00
55 Port Royal Dr**	2005	\$ 11,380.00
62 Sabinas St**	2005	\$ 5,670.00
355 Port Royal Dr**	2005	\$ 9,995.00
112 Rodhos St**	2005	\$ 14,725.00
74 Puerto Vallarta St**	2005	\$ 12,010.00
8 Elkton Ct**	2005	\$ 12,005.00
14 Olstins Ct**	2005	\$ 14,250.00
305 Curacao St**	2005	\$ 12,875.00
6 Puerto Vallarta St**	2005	\$ 10,250.00
13 Anchorage Blvd	2005	\$ 28,725.00
1 Rio Ct**	2005	\$ 10,035.00
85 Cabrillo Blvd**	2005	\$ 8,395.00
850 Jamaica Blvd**	2005	\$ 28,050.00
123 Fort de France Ave**	2005	\$ 11,275.00
110 Rodhos St**	2005	\$ 15,000.00
1 Roxton Pl**	2005	\$ 11,490.00
11 Bolans Ct**	2005	\$ 13,890.00

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Street Address	Year	Amount
35 Scarborough Pl**	2005	\$ 19,300.00
103 Rodhos St**	2005	\$ 10,565.00
17 Piccadilly Ct**	2005	\$ 7,425.00
184 Liberta Dr**	2005	\$ 13,460.00
10 Coventry Rd**	2005	\$ 4,250.00
153 Fort de France Ave**	2005	\$ 14,975.00
8 Andros St**	2005	\$ 17,855.00
12 Lawrence Ave	2005	\$ 49,930.00
8 Goyave St**	2005	\$ 11,100.00
2 Mirador Ct**	2005	\$ 13,075.00
123 Barbados Dr S**	2005	\$ 13,675.00
10 Rutland Dr**	2005	\$ 8,525.00
3 Marigot Ct**	2006	\$ 11,305.00
120 Fort de France Ave**	2006	\$ 9,475.00
71 Bimini Dr**	2006	\$ 15,000.00
41 Aikens St**	2006	\$ 18,325.00
52 Grenada St**	2006	\$ 5,180.00
100 Bimini Dr**	2006	\$ 19,975.00
10 Bolans Ct**	2006	\$ 7,772.00
119 Paradise Blvd**	2007	\$ 14,400.00
148 Bimini Dr**	2007	\$ 15,000.00
47 Bonaire Dr**	2007	\$ 14,900.00
82 Scarborough Pl**	2007	\$ 10,332.00
289 Barbados Dr N**	2007	\$ 15,000.00
1623 San Carlos St**	2007	\$ 14,092.00
190 Charlotteville Dr S**	2007	\$ 15,000.00
30 Falmouth St**	2007	\$ 8,500.00
36 Encinitas St**	2007	\$ 10,160.00
70 Liberta Dr**	2007	\$ 17,476.00
67 Pirogue St**	2007	\$ 15,000.00
13 Brakenbury Dr**	2007	\$ 17,525.00
12 Trent Dr**	2007	\$ 5,500.00
94 Bimini Dr**	2007	\$ 12,620.00
9 Mirador Ct**	2008	\$ 8,225.00
83 Liberta Dr**	2008	\$ 15,730.00
20 St Martin Pl**	2008	\$ 13,230.00
47 Anchorage Blvd**	2008	\$ 28,900.00
38 Marquis St**	2008	\$ 9,700.00

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Street Address	Year	Amount
6 Innsbruck Dr**	2008	\$ 4,842.00
127 Fort de France Ave**	2008	\$ 5,750.00
401 Wheaton Ave	2008	\$ 21,325.00
4 Liberta Dr**	2008	\$ 13,275.00
152 Liberta Dr**	2008	\$ 12,865.00
9 Boca Raton St**	2008	\$ 14,060.00
110 Bananier Dr**	2008	\$ 11,253.00
<b>Total: 135 units</b>		<b>\$ 1,671,063.00</b>
NOTE: **Units located in Silver Ridge or Holiday City communities		

### Prior Round Obligation

The following provides narratives of projects that will be used to satisfy the Township's 610-unit prior round obligation.

#### *Credits without Controls Survey*

The Township has documented 276 units, as confirmed in the Court Master's Compliance Report. The Township is requesting 276 affordable housing credits.

#### *Second Credits without Controls Survey*

The Township conducted a second Credits without Controls survey during the summer of 2000 and identified an additional 2,500± units constructed between 1980 and 1986. The Court Master approved the form of survey and methodology. The Court-appointed Master approved an additional 550 units. The Township is requesting 550 affordable housing credits.

\*\*

A summary of the Township's prior round obligation is presented in the table below. The following parameters are applicable to the Township's prior round obligation:

**Parameters for Prior Round Obligation, and Proposed Units  
Berkeley Township**

	<b>Required (affordable units)</b>	<b>Proposed (affordable units)</b>
Prior Round Obligation	<b>610</b>	<b>826</b>
Min. Rental Requirement	0	n/a
Max. Rental Bonus		
Max. Age-Restricted	0	n/a
Max. Age-Restricted Rental Bonus		

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**Satisfaction of Prior Round Obligation  
Berkeley Township**

<b>Project: Name</b>	<b>Total Project Units and Type</b>	<b>Credits Requested</b>
n/a	Credits without Controls	276
n/a	Credits without Controls	550
<b>Total</b>		826

NOTE: The Township is not permitted to carry forward the surplus credits without controls to help satisfy the growth share obligation.

**Growth Share Obligation**

The following provides narratives of projects that will be used to satisfy the Township's 557- unit Growth Share Obligation.

***Bay Ridge I***

The Court Master accepted the 95 units of Bay Ridge I, occupied in 1984 and run by the Berkeley Township Housing Authority under HUD affordability controls. The Township is requesting 95 affordable housing credits including 8 bonus credits.

***Bay Ridge II***

Bay Ridge II , a senior rental project of 95 units, run by the Berkeley Housing Authority under HUD affordability controls, was approved in November of 1988 and was completed and occupied in 1989. This project was accepted in the Court Master's Compliance Report for 95 units. The Township is requesting 24 affordable housing credits.

***Foxmoor Berkeley Associates Settlement Agreement***

The Township entered into a settlement agreement with Foxmoor Berkeley Associates after the later litigated against a use variance denial by the Township's Board of Adjustment in March of 1988. The resulting agreement granted a density bonus to enable Foxmoor to build under the density standards of the Township's new Mount Laurel standards in its Land Development Ordinance in exchange for the construction of 15 out of 136 units homes as affordable Mount Laurel units. Foxmoor received all local, county and state regulatory approvals. The project was constructed including two (2) affordable units. Unfortunately, the Township was involved in a foreclosure for one of the two units which resulted in the loss of affordability controls for that unit in the matter of Township of Berkeley (formerly Mortgage Electronics Registrations Systems, Inc.) vs. Brooks, State of New Jersey, et al, Docket No F-6245-03. The Township is requesting one affordable housing credit.

The Township accepted payment in lieu of constructing the remaining 13 affordable units in the amount of \$20,000 each. The RCA money will be used for the development of water and sewer in the Manitou Park Section of Berkeley Township.

***Ocean, Inc.***

In 1998, a nonprofit Ocean County housing agency received approvals from the Berkeley Township Planning Board for two (2) minor subdivisions in the Manitou Park area of Berkeley Township. The two (2) minor subdivisions resulted in the creation of eight (8) low and moderate income units. Ocean Inc. requested, and the Planning Board required that these units become part and parcel of the Township's affordable housing obligation. The Township is requesting 8 affordable housing credits, and 8 bonus credits.

***Homes for All***

In December 2003, the Township entered into a Developers Agreement with the Homes for All, Inc. (HFA), a Not-for-Profit Affordable Housing Developer to provide new family affordable units in the Manitou Park Section of Berkeley Township. As set forth in Township Council Resolution No. 02-306-R dated August 12, 2002, Berkeley will transfer 82 Township owned building lots in Manitou to HFA for the purpose of constructing 41 market units and 41 affordable units. HFA will develop new homes consistent with COAH regulations, such that 50 percent of the units will be "market rate" homes and 40 percent will be homes for moderate-income owners and 10 percent of the homes will be for low-income owners. The exact blocks and lots included are too numerous to list, but are set forth in the Developers Agreement. Additionally, the Township further agreed to commit \$500,000 of its Mount Laurel Affordable Housing Trust Funds to assist HFA with engineering costs, CAFRA and regulatory permits and the provision of potable water and sanitary sewer to the Manitou tract.

HFA received CAFRA approval for the projects on September 25, 2007. The application for UHORP and HIF funding was denied because the CAFRA approvals were not in place. Now that CAFRA has approved the projects, HFA will begin applying for state funding. The Township is requesting 41 affordable housing credits.

***O.C.E.A.N., Inc.***

In accordance with Township Council Resolution No. 03-451-R, dated December 22, 2003, Berkeley has conveyed twenty (20) township-owned building lots to O.C.E.A.N. Inc. a Not-for-Profit Organization. The properties are as follows:

Block	Lot(s)
572	19-26
573	28-31
568	10-13
569	14-16 & 18

O.C.E.A.N. Inc., through its President and CEO, Ted Gooding, will develop 20 units of affordable housing for both rental and first time homebuyers. O.C.E.A.N. Inc. is awaiting CAFRA approval for these projects. The Township is requesting 20 affordable housing credits, and 14 bonus credits.



***Supportive and/or Special Needs Housing***

The following supportive and/or special needs housing currently exist in the Township. The Township requests affordable housing credits for each bedroom and 1.25 units of bonus credit.

**Summary of Supportive and/or Special Needs Housing**

Facility Name	Address	# Bdrms	Licensure	Date of CO/(Current License Date)
Association for the Multiple Impaired Blind, Inc.	455 Muller Avenue	6	NJDDD	1980
Preferred Behavioral Health of New Jersey	12 Mallard Road	2	Supportive Housing for mentally ill*	3/23/2006
Ocean Mental Health Services "Anchor House"	199 Harbor Court	9	NJDMHS	(1/25/2008)
Ocean Mental Health Services "Sharon's House"	32 Pine Tree Road	4	NJDMHS	(1/25/2008)
Ocean Mental Health Services "Beacon House"	28 JFK Boulevard	3	NJDMHS	(1/25/2008)
Ocean Mental Health Services "Park Ave"	22 Park Avenue	2	Congregate living arrangement	8/29/2006
Ocean Mental Health Services "Pt. Pleasant Ave"	222 Pt. Pleasant Avenue	2	Congregate living arrangement (HUD 811 Project)	9/27/2005
	<b>Total</b>	<b>28</b>		

NOTE: \* This particular home is part of the PBH NJ Supportive Housing program, which is funded by DMHS, however, they do not license these homes.

***Hope Springs LLC***

Hope Springs LLC received preliminary major subdivision approval on April 6, 2005, and as part of the approval, the developer is responsible for the provision of 18 affordable housing credits. The project may provide 18 for-sale affordable units, or nine rentals that would be eligible for a 2 for 1 bonus. The Township requests 18 affordable housing credits. The Affordable Housing Agreement is enclosed.

*Berkeley Township*  
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\*\*

A summary of the Township's growth share obligation is presented in the table below. The following parameters are applicable to the Township's growth share obligation:

**Parameters for Growth Share Obligation, and Proposed Units  
Berkeley Township**

	<b>Required (affordable units)</b>	<b>Proposed (affordable units)</b>
Growth Share Obligation	<b>557</b>	<b>272</b>
Min. Family Housing Requirement	279	96
Min. Rental Requirement	139	169
Min. Family Rental Units	70	30
Max. Rental Bonus	25% of the growth share once the rental requirement is met= 139 unit cap	
Max. Age-Restricted	139	139
Min. Very Low-Income	72	0

*Berkeley Township*  
Master Plan Housing Element and Fair Share Plan

**Satisfaction of Growth Share Obligation,  
Berkeley Township**

<b>Project: Name</b>	<b>Total Project Units and Type</b>	<b>Credits Requested</b>	<b>Total Credits Requested (including bonuses)</b>	<b>Citation for Bonus</b>
Bay Ridge I	95 rentals (Prior cycle credits)			
	87 senior rentals	87	87	
	8 family rentals	8	16	NJAC 5:97-3.6(a)1
Bay Ridge II	95 senior rentals (Post 1986 credits)	24	24	
Foxmoor	15 (13 RCAs and 2 built of which 1 foreclosed-1 family sale)	1	1	
Ocean Inc	8 family rentals			
<i>Units</i>		0	0	
<i>Units eligible for bonus</i>		8	16	NJAC 5:97-3.6(a)1
Homes for All (proposed)	82 units (41 market rate, 41 affordable family owner)	41	41	
Ocean Inc (not completed)	20 family units			
	6 family sale	6	6	
	14 family rentals	14	28	NJAC 5:97-3.6(a)1
Association for the Multiple Impaired Blind, Inc	Supportive/Special Needs Housing	6 beds	7.5	NJAC 5:97-3.6(a)2
Preferred Behavioral Health of NJ	Supportive/Special Needs Housing	2 beds	2.5	NJAC 5:97-3.6(a)2
Ocean Mental Health Services (OMHS) Anchor House	Supportive/Special Needs Housing	9 beds	11.3	NJAC 5:97-3.6(a)2
Ocean Mental Health Services (OMHS) Sharon's House	Supportive/Special Needs Housing	4 beds	5.0	NJAC 5:97-3.6(a)2
Ocean Mental Health Services (OMHS) Beacon House	Supportive/Special Needs Housing	3 beds	3.8	NJAC 5:97-3.6(a)2
Ocean Mental Health Services (OMHS) Park Ave	Supportive/Special Needs Housing	2 beds	2.5	NJAC 5:97-3.6(a)2
Ocean Mental Health Services (OMHS) Pt Pleasant Ave	Supportive/Special Needs Housing	2 beds	2.5	NJAC 5:97-3.6(a)2
Hope Springs LLC	Developer Agreement-18 units - If rentals then the developer will provide	18	18	

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<b>Project: Name</b>	<b>Total Project Units and Type</b>	<b>Credits Requested</b>	<b>Total Credits Requested (including bonuses)</b>	<b>Citation for Bonus</b>
	9 units			
Transfer of Development Rights (TDR) Program	TBD			
<b>Total</b>			272	

***Inclusionary Zoning Ordinance***

The Township's TDR Master Plan Element is only in the development stages. As the development of the TDR Element advances and completed, it will serve as a basis for the inclusionary zoning ordinance. The incorporation of inclusionary zoning into the TDR Program and receiving areas will be a central component of the satisfaction of the remainder of the Township's growth share obligation.

*Berkeley Township*  
Master Plan Housing Element and Fair Share Plan

ENCLOSURE: STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS COUNCIL ON  
AFFORDABLE HOUSING PETITION APPLICATION

# Berkeley twp



## STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS COUNCIL ON AFFORDABLE HOUSING PETITION APPLICATION



This application is a guideline for creating a Housing Element and Fair Share Plan. A completed version of this application must be submitted as part of your petition for substantive certification to COAH. This application will be used by COAH staff to expedite review of your petition. This application can serve as your municipality's Fair Share Plan. A brief narrative component of the Fair Share Plan should be included with this application and can serve primarily to supplement the information included in the application form. Additionally, the narrative section of the Fair Share plan would include a description of any waivers being requested.

This form reflects COAH's newly adopted procedural and substantive rules and the amendments to those rules adopted on September 22, 2008. Footnotes and links to some helpful data sources may be found at the end of each section. To use this document electronically, use the TAB KEY to navigate from field to field. Enter data or use the Right Mouse Button to check boxes.

MUNICIPALITY Berkeley Twp COUNTY Ocean  
COAH REGION 4 PLANNING AREA(S) PA2, PA5, PASB  
SPECIAL RESOURCE AREA(S) Parks - CES Pinelands

PREPARER NAME Dave Roberts PP AICP TITLE Principal, CMX  
EMAIL droberts@cmxengineering.com PHONE NO. 732 577 9000  
ADDRESS 200 State Highway 9 FAX NO. 732 298 9428  
Manalapan NJ 07726

MUNICIPAL HOUSING LIAISON Leonard Roeber TITLE Municipal Administrator  
EMAIL administrator@twp.berkeley.nj.us PHONE NO. 732 244 7400  
ADDRESS Pinewald - Keswick Rd FAX NO. 732 244 3428  
P.O. Box B, Bayville NJ 08721

Enter the date(s) that COAH granted Substantive Certification or that the Court granted a Judgment of Compliance (JOC) on the Housing Element and Fair Share Plan.

### History of Approvals

	COAH	JOC	N/A
First Round	_____	_____	<input type="checkbox"/>
Second Round	_____	<u>10/31/94</u>	<input type="checkbox"/>
Extended Second Round	_____	<u>11/3/00</u>	<input type="checkbox"/>

Does the Petition include any requests for a waiver from COAH Rules? ☐ Yes ☒ No  
If Yes, Please note rule section from which waiver is sought and describe further in a narrative section: \_\_\_\_\_

# **FILING/PETITION DOCUMENTS (N.J.A.C. 5:96-2.2/3.2 & N.J.A.C. 5:97-2.3/3.2)**

All of the following documents must be submitted in order for your petition to be considered complete. Some documents may be on file with COAH. Please denote by marking the appropriate box if a document is attached to the Housing Element and Fair Share Plan or if you are using a document on file with COAH from your previous third round submittal to support this petition. Shaded areas signify items that must be submitted anew.

Included	On File	Required Documentation/Information
<input checked="" type="checkbox"/>		Certified Planning Board Resolution adopting or amending the Housing Element & Fair Share Plan <span style="float: right;">Dec 4</span>
<input checked="" type="checkbox"/>		Certified Governing Body Resolution endorsing an adopted Housing Element & Fair Share Plan and either (check appropriate box): <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Petitioning           <input type="checkbox"/> Filing           <input checked="" type="checkbox"/> Re-petitioning           <input type="checkbox"/> Amending Certified Plan         </div> <span style="float: right;">Dec 9</span>
<input checked="" type="checkbox"/>		Service List (in the new format required by COAH)
<input checked="" type="checkbox"/>		Adopted Housing Element & Fair Share Plan narrative (including draft and/or adopted ordinances necessary to implement the Plan)
<input checked="" type="checkbox"/> N/A		If applicable, Implementation Schedule(s) with detailed timetable for the creation of units and for the submittal of all information and documentation required by N.J.A.C. 5:97-3.2(a)4
<input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/>	If applicable, Litigation Docket No., OAL Docket No., Settlement Agreement and Judgment of Compliance or Court Master's Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Municipal Master Plan (most recently adopted; if less than three years old, the immediately preceding, adopted Master Plan)
<input type="checkbox"/>	<input checked="" type="checkbox"/> available online	Municipal Zoning Ordinance (most recently adopted) <sup>1</sup> Date of Last Amendment: <u>*available electronically</u> Date of Submission to COAH: <u>twp. berkeley.nj.us</u>
<input checked="" type="checkbox"/> in CD format	<input type="checkbox"/>	Municipal Tax Maps (most up-to-date, <u>electronic if available</u> ) Date of Last Revision: _____ Date of Submission to COAH: _____
<input type="checkbox"/>	<input type="checkbox"/>	Other documentation pertaining to the review of the adopted Housing Element & Fair Share Plan(list): _____

## **FOR OFFICE USE ONLY**

Date Received \_\_\_\_\_ Affidavit of Public Notice \_\_\_\_\_ Date Deemed \_\_\_\_\_  
 Complete/Incomplete \_\_\_\_\_ Reviewer's Initials \_\_\_\_\_

<sup>1</sup> Pursuant to N.J.S.A. N.J.S.A. 52:27D-307, as amended by PL 2008 c.46, any residential development resulting from a zoning change made to a previously non-residentially-zoned property, where the change in zoning precedes or follows the application for residential development by no more than 24 months, shall require that a percentage be reserved for occupancy by low or moderate income households.



## HOUSING ELEMENT

(N.J.A.C. 5:97-2 & N.J.S.A. 40:55D-1 et seq.)

The following issues and items must be addressed in the Housing Element for completeness review. Where applicable, provide the page number(s) on which each issue and/or item is addressed within the narrative Housing Element.

1. The plan includes an inventory of the municipality's housing stock by<sup>1</sup>:

- ☒ Age;
- ☒ Condition;
- ☒ Purchase or rental value;
- ☒ Occupancy characteristics; and
- ☒ Housing type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated

☒ Yes, Page Number: 10-19 ☐ No (incomplete)

2. The plan provides an analysis of the municipality's demographic characteristics, including, but not necessarily limited to<sup>2</sup>:

- ☒ Population trends
- ☒ Household size and type
- ☒ Age characteristics
- ☒ Income level
- ☒ Employment status of residents

☒ Yes, Page Number: 6-20 ☐ No (incomplete)

3. The plan provides an analysis of existing and future employment characteristics of the **municipality**, including but not limited to<sup>3</sup>:

- ☒ Most recently available in-place employment by industry sectors and number of persons employed;
- ☒ Most recently available employment trends; and
- ☒ Employment outlook

☒ Yes, Page Number: 20-21 ☐ No (incomplete)

4. The plan includes a determination of the municipality's present and prospective fair share for low and moderate income housing and an analysis of how existing or proposed changes in zoning will provide adequate capacity to accommodate residential and non-residential growth projections.  
AND

The analysis covers the following:

- ☒ The availability of existing and planned infrastructure;
- ☒ The anticipated demand for the types of uses permitted by zoning based on present and anticipated future demographic characteristics of the municipality;
- ☒ Anticipated land use patterns;
- ☒ Municipal economic development policies;
- ☒ Constraints on development including State and Federal regulations, land ownership patterns, presence of incompatible land uses or sites needing remediation and environmental constraints; and
- ☒ Existing or planned measures to address these constraints.

☒ Yes, Page Number: 27-32      ☐ No (incomplete)

5. The plan includes a consideration of 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.

☒ Yes, Page Number: 33-38      ☐ No (incomplete)

6. The plan relies on household and employment projections for the municipality as provided in Appendix F of COAH's rules (if yes check the yes box below and check no in lines 6a-8).

☒ Yes, Page Number: 27      ☐ No (go to 6a)

- 6a. The Plan relies on higher household and employment projections for the municipality as permitted under N.J.A.C. 5:97-2.3(d) (optional - see Fair Share Plan section starting on page 7 of this application).

☐ Yes (go to 7 and 8)      ☐ No (go to 6b)

- 6b. The Plan relies on a request for a downward adjustment to household and employment projections for the municipality as provided in N.J.A.C. 5:97-5.6 (optional - see Fair Share Plan section starting on page 7 of this application).

☐ Yes, Page Number: \_\_\_\_\_      ☐ No

7. If the municipality anticipates higher household projections than provided by COAH in Appendix F, the plan projects the municipality's probable future construction of housing for fifteen years covering the period January 1, 2004 through December 31, 2018 using the following minimum information for residential development:

- ☐ Number of units for which certificates of occupancy were issued since January 1, 2004;
- ☐ Pending, approved and anticipated applications for development;
- ☐ Historical trends, of at least the past 10 years, which includes certificates of occupancy issued; and
- ☐ The worksheet for determining a higher residential growth projection provided by COAH. (Worksheets are available at [www.nj.gov/dca/coah/planningtools/gscalculators.shtml](http://www.nj.gov/dca/coah/planningtools/gscalculators.shtml))

☐ Yes, Page Number: \_\_\_\_\_

☐ No (incomplete)

☒ Not applicable (municipality accepts COAH's projections)

8. If the municipality anticipates higher employment projections than provided by COAH in Appendix F, the plan projects the probable future jobs based on the use groups outlined in Appendix D for fifteen years covering the period January 1, 2004 through December 31, 2018 for the municipality using the following minimum information for non-residential development:

- ☐ Square footage of new or expanded non-residential development authorized by certificates of occupancy issued since January 1, 2004;
- ☐ Square footage of pending, approved and anticipated applications for development;
- ☐ Historical trends, of at least the past 10 years, which shall include square footage authorized by certificates of occupancy issued;
- ☐ Demolition permits issued and projected for previously occupied non-residential space; and
- ☐ The worksheet for determining a higher non-residential growth projection provided by COAH.

☐ Yes, Page Number: \_\_\_\_\_

☐ No (incomplete)

☒ Not applicable (municipality accepts COAH's projections)

9. The plan addresses the municipality's :

- ☒ Rehabilitation share (from Appendix B);
- ☒ Prior round obligation (from Appendix C); and
- ☒ Projected growth share in accordance with the procedures in N.J.A.C. 5:97-2.4.

☒ Yes, Page Number: 27-38 ☐ No (incomplete)

10. If applicable, the plan includes status of the municipality's application for plan endorsement from the State Planning Commission.

☒ Yes, Page Number: 31-32 ☐ No (incomplete) ☐ Not Applicable

Petition date: 9/11/07 Endorsement date: \_\_\_\_\_

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<sup>1</sup> Information available through the U.S. Census Bureau at [http://factfinder.census.gov/servlet/ACSSAFFHousing?sse=on&\\_submenuId=housing\\_0](http://factfinder.census.gov/servlet/ACSSAFFHousing?sse=on&_submenuId=housing_0)

<sup>2</sup> Information available through the U.S. Census Bureau at <http://factfinder.census.gov/home/saff/main.html>.

<sup>3</sup> Information available through the New Jersey Department of labor at <http://www.wnjin.net/OneStopCareerCenter/LaborMarketInformation/lmi14/index.html>

## FAIR SHARE PLAN (N.J.A.C. 5:97-3)

Please provide a summary of the Fair Share Plan by filling out all requested information. Enter N/A where the information requested does not apply to the municipality. A fully completed application may serve as the actual Fair Share Plan. A brief narrative should be attached to supplement the information included in the application form. Additionally, the narrative section of the Fair Share plan would fully describe, under a separate heading, any waivers that are being requested.

### Determining the 1987-2018 Fair Share Obligation

The following tables will assist you in determining your overall 1987-2018 fair share obligation. For each cycle of the affordable housing need and rehabilitation share, please use the "need" column to enter the number of units addressed in the municipal petition. Where the municipality has received and/or is proposing any adjustments to its rehabilitation share, prior round and/or growth share obligation, use the footnotes providing rule references and follow the procedures for determining the municipal need and/or for calculating any adjustments applicable to the municipality. Enter the affordable housing need as provided by COAH or that results from the adjustment under the "Need" column.

Line		<u>Need</u>
1	<input checked="" type="radio"/> Rehabilitation Share (From <u>N.J.A.C. 5:97 Appendix B</u> ) <b>OR</b>	<u>63</u>
2	<input type="radio"/> Optional Municipally Determined Rehabilitation Share (If a municipally determined rehabilitation share is being used, attach the survey results as an exhibit to this application and indicate that it is attached as Exhibit _____.)	_____
3	<input checked="" type="radio"/> Prior Round (1987-1999) Affordable Housing Obligation (From <u>N.J.A.C. 5:97 Appendix C</u> )	<u>610</u>
	<input type="radio"/> Prior Round Adjustments:	
	<input type="radio"/> 20% Cap Adjustment	_____
	<input type="radio"/> 1000 Unit Cap Adjustment	_____
4	Total Prior Round Adjustments	_____
5	<b>Adjusted Prior Round Obligation:</b> (Number in Appendix C <b>minus</b> Total Prior Round Adjustment(s))	<u>610</u>
6	<input type="radio"/> Prior Round Vacant Land Adjustment (Unmet Need) Realistic Development Potential(RDP) <sup>1</sup>	_____ _____

<sup>1</sup> RDP = Adjusted Prior Round Obligation minus Vacant Land Adjustment

## Determining the Growth Share Obligation

All municipalities must complete the "COAH projections" table below. Only municipalities that anticipate higher projections or that are seeking a growth projection adjustment based on a demonstration that insufficient land capacity exists to accommodate COAH projections need complete the corresponding additional table. COAH has published three workbooks in Excel format to assist with preparing this analysis. All municipalities must complete Workbook A. Workbook B must be used when the municipality anticipates that its growth through 2018 is likely to exceed the growth through 2018 that has been projected by COAH and the municipality wants to plan accordingly. Workbook C must be used by municipalities seeking a downward adjustment to the COAH-generated growth projections based on an analysis of municipal land capacity. Workbooks may be found at the following web location:

[www.nj.gov/dca/coah/planningtools/gscalculators.shtml](http://www.nj.gov/dca/coah/planningtools/gscalculators.shtml).

The applicable workbook has been completed and is attach to this application as Exhibit \_\_\_\_\_.

### Line      ● *Required 2004-2018 COAH Projections and Resulting Projected Growth Share*

Household Growth (From Appendix F)	<u>2160</u>	Employment Growth (From Appendix F)	<u>2005</u>
Household Growth After	_____	Employment Growth After	_____
Exclusions (From Workbook A)	_____	Exclusions (From Workbook A)	_____
Residential Obligation (From Workbook A)	<u>432</u>	Non-Residential Obligation (From Workbook A)	<u>125.31</u>
7    Total 2004-2018 Growth Share Obligation			<u>557</u>

### ○ *Optional 2004-2018 Municipal Projections Resulting in Higher Projected Growth Share*

Household Growth After	_____	Employment Growth After	_____
Exclusions (From Workbook B)	_____	Exclusions (From Workbook B)	_____
Residential Obligation (From Workbook B)	_____	Non-Residential Obligation (From Workbook B)	_____
8    Total 2004-2018 Projected Growth Share Obligation			_____

### ○ *Optional Municipal Adjustment to 2004-2018 Projections and Resulting Lower Projected Growth Share*

Household Growth After	_____	Employment Growth After	_____
Exclusions (From Workbook C)	_____	Exclusions (From Workbook C)	_____
Residential Obligation (From Workbook C)	_____	Non-Residential Obligation (From Workbook C)	_____
9    Total 2004-2018 Growth Share Obligation			_____
10 <b>Total Fair Share Obligation</b> (Line 1 or 2 + Line 5 or 6 + Line 7, 8 or 9)			<u>557</u>



## Summary of Plan for Total 1987-2018 Fair Share Obligation

(For each mechanism, provide a description in the Fair Share Plan narrative. In the table below, specify the number of completed or proposed units associated with each mechanism.)

	<u>Completed</u>	<u>Proposed</u>	<u>Total</u>
<b>Rehabilitation Share</b>	<u>63</u>		
Less: Rehabilitation Credits	<u>135</u>		
Rehab Program(s)			
<b>Remaining Rehabilitation Share</b>	<u>Ø</u>		
<b>Prior Round (1987-1999 New Construction) Obligation</b>			<u>610</u>
Less: Vacant Land Adjustment (If Applicable)			
(Enter unmet need as the adjustment amount. Unmet need = Prior round obligation minus RDP):			
Unmet Need			
RDP			
<b>Mechanisms addressing Prior Round</b>			
Prior Cycle Credits (1980 to 1986) <u>276 + 550</u>			
Credits without Controls			
Inclusionary Development/Redevelopment			
100% Affordable Units			
Accessory Apartments			
Market-to-Affordable			
Supportive & Special Needs			
Assisted Living			
RCA Units previously approved			
Other			
Prior Round Bonuses			
<b>Remaining Prior Round Obligation</b>			<u>Ø</u> <b>SURPLUS</b>
<b>Third Round Projected Growth Share Obligation</b>			<u>216</u> <b>units</b>
Less: Mechanisms addressing Growth Share			
Inclusionary Zoning <u>41 + 18</u>		<u>59</u>	<u>59</u>
Redevelopment			
100% Affordable Development <u>1 + 8 + 20</u>	<u>29</u>		<u>29</u>
Accessory Apartments			
Market-to-Affordable Units			
Supportive & Special Need Units <u>28</u>	<u>28</u>		<u>28</u>
Assisted Living: post-1986 Units			
Other Credits - <u>95 + 24</u>	<u>119</u>		<u>119</u>
Compliance Bonuses			
Smart Growth Bonuses			
Redevelopment Bonuses			
Rental Bonuses <u>30</u>			
<b>Growth Share Total</b>			<u>30</u>
<b>Remaining (Obligation) or Surplus</b>	<u>(292)</u>		

## PARAMETERS<sup>1</sup>

<u>Prior Round 1987-1999</u>			
RCA Maximum	<u>1</u>	RCAs Included	<u>1</u>
Age-Restricted Maximum	<u>0</u>	Age-Restricted Units Included	<u>11</u>
Rental Minimum	<u>0</u>	Rental Units Included	<u>15</u>

<u>Growth Share 1999-2018</u>			
Age-Restricted Maximum	<u>139</u>	Age-Restricted Units Included	<u>139</u>
Rental Minimum	<u>139</u>	Rental Units Included	<u>169</u>
Family Minimum (Rental)	<u>70</u>	Family Units Included (Rental)	<u>30</u>
Very Low-Income Minimum <sup>2</sup>	<u>72</u>	Very Low-Income Units Included	<u>0</u>

<sup>1</sup> Pursuant to the procedures in N.J.A.C. 5:97-3.10-3.12

<sup>2</sup> Pursuant to N.J.S.A. 52:27D-329.1, adopted on July 17, 2008, at least 13 percent of the housing units made available for occupancy by low-income and moderate income households must be reserved for occupancy by very low income households.

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## Summary of Built and Proposed Affordable Housing

Provide the information requested regarding the proposed program(s), project(s) and/or unit(s) in the Fair Share Plan. Use a separate line to specify any bonus associated with any program, project and/or unit in the Plan. As part of completeness review, all monitoring forms must be up-to-date (i.e. 2007 monitoring must have been submitted previously or included with this application) and all proposed options for addressing the affordable housing obligation must be accompanied by the applicable checklist(s) (found as appendices to this application). Enter whether a project is proposed or completed and attach the appropriate form or checklist for each mechanism as appendices to the plan. Please note that bonuses requested for the prior round must have been occupied after December 15, 1986 and after June 6, 1999 for the third round.

Please make sure that a corresponding mechanism checklist is submitted for each mechanism being employed to achieve compliance. Separate checklists for each mechanism are available on the COAH website at [www.nj.gov/dca/coah/planningtools/checklists.shtml](http://www.nj.gov/dca/coah/planningtools/checklists.shtml).

Table 1. Projects and/or units addressing the Rehabilitation Share

Project/Program Name	Proposed (use Checklists) or Completed (use <u>Rehabilitation Unit Survey Form</u> )	Rental, Owner Occupied or Both	Checklist or Form Appendix Location <sup>1</sup>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

<sup>1</sup> If all completed units have already been reported to COAH as part of 2007 monitoring or subsequent CTM updates, there is no need to re-submit Rehabilitation Unit Survey Forms. If additional units have been completed subsequent to 2007 monitoring, the municipality may submit updated forms. If the plan relies only on completed units previously reported via 2007 monitoring, enter "on file" in this column.

*See pgs 33-37 of the  
Report.*

Table 2. Programs, Projects and/or units addressing the Prior Round.

Project/Program Name	Mechanism or Bonus Type	Proposed (use checklists) or Completed (use Project/Unit Program Information Forms)	Units Addressing Obligation (Note with "BR" where Special Needs bedrooms apply)	Number Addressing Rental Obligation)	Number Subject to Age- Restricted Cap	Checklist or Form Appendix Location <sup>1</sup>
1. CWC		276	276	-	-	-
2. CWC (second survey)		550	550	-	-	-
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
Subtotal from any additional pages used						
Total units (proposed and completed)			610			
Total rental			0			
Total age-restricted			0			
Total very-low			0			
Total bonuses			0			

Please add additional sheets as necessary.

<sup>1</sup> If all completed units have already been reported to COAH as part of 2007 monitoring or subsequent CTM updates, there is no need to re-submit monitoring forms. If additional units have been completed subsequent to 2007 monitoring, the municipality may submit updated forms. If the plan relies only on completed units previously reported via 2007 monitoring, enter "on file" in this column.

Table 3. Programs, Projects and/or Units Addressing the Third Round.

Project Name	Mechanism or Bonus Type	Proposed (use checklist(s)) or Completed (use Project/Unit Program Information Form)	Units Addressing Obligation (Note with "BR" where Special Needs bedrooms apply)	Units Addressing Rental Obligation	Units Addressing Family Obligation	Units Subject to Age- restricted Cap	Checklist or Form Appendix Location <sup>1</sup>
16. Bay Ridge I (95)		95	95	95	8	87	
17. Bay Ridge II (95)		24	24	24		24	
18. Foxmoor (1)		1	1		1		
19. ocean Inc. (8)		8	8	8	8		
20. AMIB (6)		6	6	6		6	
21. PBH-NJ (2)		2	2	2		2	
22. OM-HS (9)		4	4			4	
23. OM-HS 4		3	3			3	
24. OM-HS 3		2	2			2	
25. OM-HS 2		2	2			2	
26. OM-HS 2		41	41				
27. Homes for All 41		20	20	20	20		
28. ocean Inc. 20		18	18				
29. Hope Springs LLC 18							
30.							
Subtotal from any additional pages used			Total units (proposed and completed)				
Total family units			96	Total rental units		169	
Total age-restricted units			139	Total family rental units		30	
Total Supportive/Special Needs units				Total very-low units		0	
Total Special Needs bedrooms			28	Total bonuses		30	
Please add additional sheets as necessary.							

<sup>1</sup> If all completed units have already been reported to COAH as part of 2007 monitoring or subsequent CTM updates, there is no need to re-submit monitoring forms. If additional units have been completed subsequent to 2007 monitoring, the municipality may submit updated forms. If the plan relies only on completed units previously reported via 2007 monitoring, enter "on file" in this column.

Please answer the following questions necessary for completeness review regarding the municipality's draft and/or adopted implementing ordinances.

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**AFFORDABLE HOUSING TRUST FUND (N.J.A.C. 5:97-8)**

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1. Does the municipality have an affordable housing trust fund account? (Note: Pursuant to P.L. 2008 c.46, municipalities that do not submit a fully executed escrow agreement will forfeit the ability to retain development fees.)

☒ Yes, Bank Name Commerce Bank

(Choose account type)

☒ Separate interest-bearing account

☐ State of New Jersey cash management fund

☐ No (Skip to the Affordable Housing Ordinance section)

2. Has an escrow agreement been executed? ☒ Yes ☐ No

(If no, petition is incomplete. Submit an executed escrow agreement.)

3. Is all trust fund monitoring up-to-date as of December 31, 2007? ☒ Yes ☐ No

(If no, petition is incomplete. Submit an updated trust fund monitoring report.)

**DEVELOPMENT FEE ORDINANCES (N.J.A.C. 5:97-8.3)**

1. Does the Fair Share Plan include a proposed or adopted development fee ordinance? (Note: Pursuant to P.L. 2008 c.46, municipalities that do not submit a development fee ordinance will forfeit the ability to retain non-residential development fees)

☒ Yes,

☐ Adopted OR ☒ Proposed

☐ No Skip to the next category; Payments-in-Lieu

2. If adopted, specify date of COAH/Court approval here: \_\_\_\_\_

- Have there been any amendments to the ordinance since COAH or the Court approved the ordinance?

☐ Yes, Ordinance Number. \_\_\_\_\_ Adopted on<sup>1</sup> \_\_\_\_\_

☐ No (Skip to the next category; Payments-in-Lieu)

- If yes, is the amended ordinance included with your petition?

☐ Yes

☐ No, (Petition is incomplete. Submit ordinance with governing body resolution requesting COAH approval of amended ordinance)



3. Does the ordinance follow the ordinance model **updated September 2008** and available at [www.nj.gov/dca/coah/round3resources.shtml](http://www.nj.gov/dca/coah/round3resources.shtml)? If yes, skip to question 5.

☒ Yes ☐ No

4. If the answer to 3. above is no, indicate that the necessary items below are addressed before submitting the Development Fee ordinance to COAH:

**Information and Documentation**

The ordinance imposes a residential development fee of \_\_\_\_% and a Non-residential fee of 2.5%

- ☐ A description of the types of developments that will be subject to fees per N.J.A.C. 5:97-8.3(c) and (d);
- ☐ A description of the types of developments that are exempted per N.J.A.C. 5:97-8.3(e)
- ☐ A description of the amount and nature of the fees imposed per N.J.A.C. 5:97-8.3(c) and (d)
- ☐ A description of collection procedures per N.J.A.C. 5:97-8.3(f)
- ☐ A description of development fee appeals per N.J.A.C. 5:97-8.3(g)
- ☐ A provision authorizing COAH to direct trust funds in case of non-compliance per N.J.A.C. 5:97-8.3(h)
- ☐ If part of a court settlement, submit court ordered judgment of compliance, implementation ordinances, information regarding period of time encompassed by the judgment of compliance and a request for review by the court
5. Does the ordinance include an affordability assistance provision per N.J.A.C. 5:97-8.8 (**Note: must be at least 30 percent of all development fees plus interest**)?
- ☒ Yes (Specify actual or anticipated amount) \$ 200,000
- ☐ No **Submit an amended ordinance with provisions for affordability assistance along with a governing body resolution requesting COAH approval of the amended ordinance.)**
- If yes, what kind of assistance is offered?

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- Has an affordability assistance program manual been submitted? ☐ Yes ☒ No

<sup>1</sup> Any amendment to a previously approved and adopted development fee ordinance must be submitted to COAH along with a resolution requesting COAH's review and approval of the amendment prior to the adoption of said amendment by the municipality.

**PAYMENTS-IN-LIEU OF CONSTRUCTING AFFORDABLE UNITS ON  
SITE (N.J.A.C. 5:97-8.4)**

1. Does the Fair Share Plan include an inclusionary zoning ordinance that provides for payments-in-lieu as an option to the on-site construction of affordable housing?

☐ Yes ☒ No (**Skip to the next category; Barrier Free Escrow**)

2. Does the plan identify an alternate site and/or project for the payment-in-lieu funds? (**Optional**)

☐ Yes (**attach applicable checklist**)

☐ No (identify possible mechanisms on which payment in lieu will be expended in narrative section of plan.)

3. Does the ordinance include minimum criteria to be met before the payments-in-lieu becomes an available option for developers? (**Optional**)

☐ Yes (indicate ordinance section) \_\_\_\_\_

☐ No

**BARRIER FREE ESCROW/OTHER FUNDS (N.J.A.C. 5:97-8.5/8.6)**

1. Has the municipality collected or does it anticipate collecting fees to adapt affordable unit entrances to be accessible in accordance with the Barrier Free Subcode, N.J.A.C. 5:23-7?

☐ Yes ☒ No

2. Does the municipality anticipate collecting any other funds for affordable housing activities?

☐ Yes (specify funding source and amount) \_\_\_\_\_

☒ No

### **SPENDING PLANS (N.J.A.C. 5:97-8.10)**

1. Does the petition include a Spending Plan? **(Note: Pursuant to P.L. 2008 c.46, municipalities that do not submit a Spending Plan will forfeit the ability to retain development fees.)**  
☒ Yes      ☐ No
2. Does the Spending Plan follow the Spending Plan model **updated October 2008** and available at [www.nj.gov/dca/coah/round3resources.shtml](http://www.nj.gov/dca/coah/round3resources.shtml)? If yes, skip to next section - Affordable Housing Ordinance.  
☒ Yes      ☐ No
3. If the answer to 1. above is no, indicate that the necessary items below are addressed before submitting the spending plan to COAH:

#### **Information and Documentation**

- ☐ A projection of revenues anticipated from imposing fees on development, based on actual proposed and approved developments and historical development activity;
- ☐ A projection of revenues anticipated from other sources (specify source(s) and amount(s));
- ☐ A description of the administrative mechanism that the municipality will use to collect and distribute revenues;
- ☐ A description of the anticipated use of all affordable housing trust funds pursuant to N.J.A.C. 5:97-8.7;
- ☐ A schedule for the expenditure of all affordable housing trust funds;
- ☐ A schedule for the creation or rehabilitation of housing units;
- ☐ If the municipality envisions being responsible for public sector or non-profit construction of housing, a detailed pro-forma statement of the anticipated costs and revenues associated with the development, consistent with standards required by HMFA or the DCA Division of Housing in its review of funding applications;
- ☐ If the municipality maintains an existing affordable housing trust fund, a plan to spend the remaining balance as of the date of its third round petition within four years of the date of petition;
- ☐ The manner through which the municipality will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan;
- ☐ 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; and
- ☐ If not part of the petition, a resolution of the governing body requesting COAH review and approval of spending plan or an amendment to an approved spending plan.

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## AFFORDABLE HOUSING ORDINANCE (N.J.A.C. 5:80-26.1 *et seq.*)

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1. Does the Fair Share Plan include an Affordable Housing Ordinance?  
☐ Yes      ☒ No
2. Does the ordinance follow the ordinance model available at [www.nj.gov/dca/coah/round3resources.shtml](http://www.nj.gov/dca/coah/round3resources.shtml) ?      ☐ Yes      ☐ No
3. If the answer to ~~1~~ 2. above is no, indicate that the required items below are addressed before submitting to COAH. If the required items are addressed in ordinances other than an Affordable Housing Ordinance, please explain in a narrative section of the Fair Share Plan.

### **Required Information and Documentation**

- ☐ Affordability controls
- ☐ Bedroom distribution
- ☐ Low/moderate-income split and bedroom distribution
- ☐ Accessible townhouse units
- ☐ Sale and rental pricing
- ☐ Municipal Housing Liaison
- ☐ Administrative Agent
- ☐ Reference to the Affirmative marketing plan or ordinance (N.J.A.C. 5:80-26.15)

### AFFORDABLE HOUSING ADMINISTRATION (As Applicable)

Items that must be submitted with the petition:

- ☒ Governing body resolution designating a municipal housing liaison (COAH must approve)

Items that must be submitted prior to COAH's grant of Substantive Certification:

- ☐ Operating manual for rehabilitation program
- ☐ Operating manual for affordability assistance
- ☐ Operating manual for an Accessory Apartment program
- ☐ Operating manual for a Market-to-Affordable program
- ☐ COAH approved administrative agent if municipal wide

Items that must be submitted prior to any time prior to marketing completed units:

- ☐ COAH approved administrative agent(s) is project specific
- ☐ Operating manual for sale units
- ☐ Operating manual for rental units
- ☐ Affirmative marketing plan or ordinance (N.J.A.C. 5:80-26.15)

## CERTIFICATION

I, Amy Samukolam, have prepared this petition application for substantive certification on behalf of Berkeley Twp. I certify that the information submitted in this petition is complete, true and accurate to the best of my knowledge. I understand that knowingly falsifying the information contained herein may result in the denial and/or revocation of the municipality's substantive certification.

Amy Samukolam  
Signature of Preparer (affix seal if applicable)

Nov 19, 2008  
Date

Planner  
Title

N.J.S.A. 2C:21-3, which applies to the certifications, declares it to be a disorderly person offense to knowingly make a false statement or give false information as part of a public record.

## Narrative Section

Sec HE + FSP document

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**Governing Body Resolution Re-Petitioning with  
Revised Housing Element and Fair Share Plan**

December 9, 2008

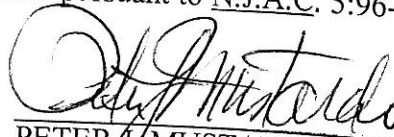
**WHEREAS**, the Planning Board of Berkeley Township, Ocean County, State of New Jersey, adopted a revised Housing Element and Fair Share Plan on December 4, 2008; and

**NOW THEREFORE BE IT RESOLVED** that the Governing Body of Berkeley Township, Ocean County, State of New Jersey, hereby endorses the revised Housing Element and Fair Share Plan as adopted by the Berkeley Township Planning Board; and

**BE IT FURTHER RESOLVED** that the Governing Body of Berkeley Township, pursuant to the provisions of N.J.S.A. 52:27D-301 et seq. and N.J.A.C. 5:96-3.4, submits this re-petition for substantive certification of the revised Housing Element and Fair Share Plan to the Council on Affordable Housing for review and certification; and

**BE IT FURTHER RESOLVED** that all objectors and owners of sites in the Housing Element and Fair Share Plan have received notice of the re-petition; and

**BE IT FURTHER RESOLVED** that notice of this re-petition for substantive certification shall be published in a newspaper of countywide circulation pursuant to N.J.A.C. 5:96-3.5 within seven days of issuance of the notification letter from the Executive Director of the Council on Affordable Housing indicating that the submission is complete and that a copy of this resolution, the adopted revised Housing Element and Fair Share Plan and all supporting documentation shall be made available for public inspection at the Berkeley Township municipal clerk's office located at Pinewald-Keswick Road, Bayville, New Jersey, during the hours of 8:30AM to 4:30PM on Monday through Friday for a period of 45 days following the date of publication of the legal notice pursuant to N.J.A.C. 5:96-3.5.

  
PETER J. MUSTARDO  
Council President

It is hereby certified that this is a true copy of a resolution  
the governing body on the 9<sup>th</sup> day of December 2008.

adopted by

  
BEVERLY M. CARLE, RMC  
Township Clerk

**Governing Body Resolution Requesting Review and Approval of a Municipal Affordable Housing Trust Fund Spending Plan**

**WHEREAS**, the Governing Body of Berkeley Township, Ocean County will petition the Council on Affordable Housing (COAH) for substantive certification by December 31, 2008; and

**WHEREAS**, Berkeley requested review and approval from COAH on December 11, 2008 of its development fee ordinance; and

**WHEREAS**, the development fee ordinance establishes an affordable housing trust fund that includes development fees, payments from developers in lieu of constructing affordable units on-site, barrier free escrow funds, rental income, repayments from affordable housing program loans, recapture funds, and proceeds from the sale of affordable units.

**WHEREAS**, N.J.A.C. 5:97-8.1(d) requires a municipality with an affordable housing trust fund to receive approval of a spending plan from COAH prior to spending any of the funds in its housing trust fund; and

**WHEREAS**, N.J.A.C. 5:97-8.10 requires 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 on sites zoned for affordable housing, 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 pursuant to N.J.A.C. 5:97-8.7, 8.8, and 8.9;
5. A schedule for the expenditure of all affordable housing trust funds;
6. If applicable, a schedule for the creation or rehabilitation of housing units;

**Governing Body Resolution Requesting Review and Approval of Development Fee Ordinance**

**WHEREAS**, the Governing Body of Berkeley, Ocean County will petition the Council on Affordable Housing (COAH) for substantive certification by December 31, 2008; and

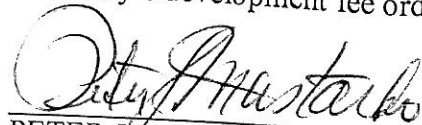
**WHEREAS**, P.L.2008, c.46, section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), permits municipalities that are under the jurisdiction of COAH or of a court of competent jurisdiction and that have a COAH-approved spending plan to impose and retain fees on residential and non-residential development; and

**WHEREAS**, subject to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), N.J.A.C. 5:97-8.3 permits a municipality to prepare and submit a development fee ordinance for review and approval by the Council on Affordable Housing (COAH) that is accompanied by and includes the following:

1. A description of the types of developments that will be subject to fees per N.J.A.C. 5:97-8.3(c) and (d);
2. A description of the types of developments that are exempted per N.J.A.C. 5:97-8.3(e);
3. A description of the amount and nature of the fees imposed per N.J.A.C. 5:97-8.3(c) and (d);
4. A description of collection procedures per N.J.A.C. 5:97-8.3(f);
5. A description of development fee appeals per N.J.A.C. 5:97-8.3(g); and
6. A provision authorizing COAH to direct trust funds in case of non-compliance per N.J.A.C. 5:97-8.3(h).

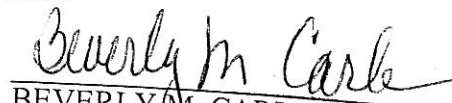
**WHEREAS**, Berkeley has prepared a draft development fee ordinance that establishes standards for the collection, maintenance, and expenditure of development fees consistent with COAH's regulations at N.J.A.C. 5:97-8 and in accordance with P.L.2008, c.46, Sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

**NOW THEREFORE BE IT RESOLVED** that the Governing Body of Berkeley, Ocean County requests that COAH review and approve Berkeley's development fee ordinance.



PETER J. MUSTARDO  
Council President

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the governing body on the 9<sup>th</sup> day of December 2008.



BEVERLY M. CARLE, RMC  
Township Clerk

## SERVICE LIST

Name: Leonard W. Roeber (Acting Liaison)  
Title: Township Administrator  
Municipality: Township of Berkeley  
Address: PO Box B, Bayville, NJ 08721  
Phone #: (732) 244-7400 Fax #: (732) 505-0145  
Email: Cell:

Project/Program: Bay Ridge I  
Name: Andrew Phillips  
Title: Project Manager  
Organization: WRMC Management  
Address: 200 Iger Way, Berkeley, NJ 08721  
Phone #: (732) 269-5356 Fax #: (201) 460-3699  
Email: Cell:

Project/Program: Foxmoor at Berkeley  
Name: Vincent Simonelli  
Title: President  
Organization: Foxmoor at Bayville Corp.  
Address: PO Box 627, Forked River, NJ 08731  
Phone #: (609) 693-9550 x102 Fax #:  
Email: Cell:

Project/Program: 28 Scattered Site New Construction  
Name: Heather Matos  
Title: Housing and Facilities Manager  
Organization: OCEAN INC.  
Address: 40 Washington Street, Toms River, NJ 08753  
Phone #: (732) 244-5333 Fax #: (732) 349-4227  
Email: Cell:

Project/Program: 41 Scattered Site New Construction  
Name: Jim Valle  
Title: Executive Director  
Organization: Homes For All  
Address: 7 Hyer Street, Toms River, NJ 08753  
Phone #: (732) 286-7929 Fax #: (732) 286-9798  
Email: Cell:

Project/Program: Bay West Apartments (called Bay Ridge II in Housing Element)  
Name: Anne Marie Condito  
Title: Site Manager  
Organization: Long Boat Associates Long Boat Associates  
Address: 1500 Iger Way, Berkeley Twp., NJ 08721  
Phone #: (732) 269-6972 Fax #:  
Email: Cell:

## SERVICE LIST

Name: Hope Springs LLC  
Title:  
Municipality:  
Address: 110 Hillside Boulevard, Suite 1, Lakewood, NJ  
Phone #: Fax #:  
Email: Cell:

## Workbook A: Growth Share Determination Using Published Data

(Using Appendix F(2), *Allocating Growth To Municipalities*)

### COAH Growth Projections

Must be used in all submissions

Municipality Name:

Berkeley Township

Enter the COAH generated growth projections from Appendix F(2) found at the back of N.J.A.C. 5:97-1 et seq. on Line 1 of this worksheet. Use the Tab at the bottom of this page to toggle to the exclusions portion of this worksheet. After entering all relevant exclusions, toggle back to this page to view the growth share obligation that has been calculated. Use these figures in the Application for Substantive Certification.

	Residential	Non-Residential
1 Enter Growth Projections From Appendix F(2) *	2,160	2,005
2 Subtract the following Residential Exclusions pursuant to 5:97-2.4(a) from "Exclusions" tab	<a href="#">Click Here to enter Prior Round Exclusions</a>	
COs for prior round affordable units built or projected to be built post 1/1/04	0	
Inclusionary Development	0	
Supportive/Special Needs Housing	0	
Accessory Apartments	0	
Municipally Sponsored or 100% Affordable	0	
Assisted Living	0	
Other	0	
Market Units in Prior Round Inclusionary development built post 1/1/04	0	
3 Subtract the following Non-Residential Exclusions (5:97-2.4(b))	0	0
Affordable units		
Associated Jobs		
4 Net Growth Projection	2,160	2,005
5 Projected Growth Share (Conversion to Affordable Units Dividing Households by 5 and Jobs by 16)	432.00 Affordable Units	125.31 Affordable Units
6 Total Projected Growth Share Obligation		557 Affordable Units

\* For residential growth, see Appendix F(2), Figure A.1, Housing Units by Municipality. For non-residential growth, see Appendix F(2), Figure A.2, Employment by Municipality.



## Affordable and Market-Rate Units Excluded from Growth

Municipality Name: **Berkeley Township**

Prior Round Affordable Units NOT included in Inclusionary Developments Built post 1/1/04

Development Type	Number of COs Issued and/or Projected
Supportive/Special Needs Housing	
Accessory Apartments	
Municipally Sponsored and 100% Affordable	
Assisted Living	
Other	
<b>Total</b>	<b>0</b>

### Market and Affordable Units in Prior Round Inclusionary Development Built post 1/1/04

N.J.A.C. 5:97-2.4(a)

(Enter Y for yes in Rental column if rental units resulted from N.J.A.C. 5:93-5.15(c)5 incentives)

Development Name	Rentals? (Y/N)	Total Units	Market Units	Affordable Units	Market Units Excluded
		0			0
		0			0
		0			0
		0			0
		0			0
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### Jobs and Affordable Units Built as a result of post 1/1/04 Non-Residential Development N.J.A.C. 5:97-2.4(b)

Development Name	Affordable Units Provided	Permitted Jobs Exclusion
		0
		0
		0
		0
<b>Total</b>	<b>0</b>	<b>0</b>

[Return To Workbook A Summary](#)

**PROJECT / PROGRAM INFORMATION FORM**

(Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

**PART A - PROJECT HEADER**Municipality: Berkeley TownshipCounty: OceanProject or Program Name: Bay Ridge I

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)1984

Deleted from Plan

(date approved by COAH) \_\_\_\_\_)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy - Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units<sup>1</sup>100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

<sup>1</sup> See N.J.A.C. 5:94-4.11

**PART B – PROJECT DETAIL (Complete all applicable sections)**COAH Round Rules Used: Round 1 Round 2 Round 3Project Address: 200 Iger Way, Berkeley, NJProject Block/Lot/Qualifier (list all) B858, L17

Project Acreage: \_\_\_\_\_

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Developer: \_\_\_\_\_

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA Category 1 Watershed

Credit Type (circle one)

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (Includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) Conversion Court Project Density Increase Granted Mediated Project

Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project

RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver \_\_\_\_\_

Number of market units proposed \_\_\_\_\_ Number of market units completed \_\_\_\_\_

Condo Fee percentage (if applicable) \_\_\_\_\_

Affordability Average Percentage <sup>2</sup> Per HUD Section 8 rules

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

Municipal or RCA funds committed to project 0

<sup>2</sup> "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds expended

0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202  
 HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family  
 UDAG UHROP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees  
 Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding  
 Balanced Housing Balanced Housing - Home Express DCA - Low Income House Tax Credit NPP  
 DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit  
 HMFA HMFA HOME MONI Section 8 Small Cities Other \_\_\_\_\_

Effective date of affordability controls 1984

Length of Affordability Controls (in years) 30 or Perpetual

Administrative Agent WRMC Management

**PART C - COUNTS****Affordable Unit Counts**Total non-age-restricted: 8 Sales \_\_\_\_\_ Rentals 8 Total age-restricted 87 Sales \_\_\_\_\_ Rentals 87

Complete the chart for the number of non-age-restricted and age-restricted units that are restricted for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income <sup>3</sup>	_____	_____
35% of median income <sup>4</sup>	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income  
 35% = greater than 30 percent and less than or equal to 35 percent of median income  
 50% = greater than 35 percent and less than or equal to 50 percent of median income  
 80% = greater than 50 percent and less than 80 percent of median income

**\* All units are restricted to HUD Section 8 guidelines for low income households**

<sup>3</sup> Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>4</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**Bedroom Distribution of Affordable Units**

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	<u>95</u>	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

**Completed Units**

Number of affordable units completed in this project 95

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

**PROJECT / PROGRAM INFORMATION FORM**

(Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

**PART A – PROJECT HEADER**Municipality: Berkeley TownshipCounty: Ocean

Project or Program Name: Bay West Apartments

*(Bay Ridge II )*

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

1990

Deleted from Plan

(date approved by COAH) \_\_\_\_\_)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units<sup>5</sup>100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

<sup>5</sup> See N.J.A.C. 5:94-4.11

**PART B – PROJECT DETAIL** (Complete all applicable sections)COAH Round Rules Used: Round 1 Round 2 Round 3Project Address: 1500 Iger WayProject Block/Lot/Qualifier (list all) B858.171/L18

Project Acreage: \_\_\_\_\_

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed

Private DeveloperProject Developer: Long Boat Associates, LLP

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA

Category 1 Watershed

Credit Type (circle one)

Prior-cycle (1980 – 1986)

Post-1986 completed

Proposed/Zoned

Rehabilitation

Credit Sub-Type

Addressing Unmet Need

Extension of Controls

Construction Type (circle one)

New (includes reconstruction and conversions)

Rehabilitation

Flags (circle all that apply)

Conversion

Court Project

Density Increase Granted

Mediated Project

Result of Growth Share Ordinance

High Poverty Census Tract

Off-Site

Partnership Project

RCA Receiving Project

Reconstruction

Part of Redevelopment Plan

Project Waiver granted

yes

no

Round waiver was granted

R1

R2

R3

Type of Waiver \_\_\_\_\_

Number of market units proposed \_\_\_\_\_

Number of market units completed \_\_\_\_\_

Condo Fee percentage (if applicable) \_\_\_\_\_

Affordability Average Percentage <sup>6</sup> \_\_\_\_\_Per HUD/USDA Guidelines

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

Municipal or RCA funds committed to project

0

<sup>6</sup> "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.



Municipal or RCA funds expended

0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202  
 HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family  
 UDAG UHROP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees  
 Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding  
 Balanced Housing Balanced Housing - Home Express DCA - Low Income House Tax Credit NPP  
 DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit  
 HMFA HMFA HOME MONI Section 8 Small Cities Other \_\_\_\_\_

Effective date of affordability controls 1990

Length of Affordability Controls (in years) 50 or PerpetualAdministrative Agent Long Boat Associates, Anne Marie Conditto

## PART C - COUNTS

## Affordable Unit Counts

Total non-age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_ Total age-restricted 95 Sales \_\_\_\_\_ Rentals 95

\*Can be rented to disabled non-seniors also

Complete the chart for the number of non-age-restricted and age-restricted units that are restricted for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income <sup>7</sup>	_____	_____
35% of median income <sup>8</sup>	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income  
 35% = greater than 30 percent and less than or equal to 35 percent of median income  
 50% = greater than 35 percent and less than or equal to 50 percent of median income  
 80% = greater than 50 percent and less than 80 percent of median income

\*All low income per USDA rules. All units are to be rented to very low income (50% of median) households. A unit can be rented to a household at 50% to 80% of median only if there are no very low income households on the waiting list. The units can be rented to seniors or to disabled persons who are not seniors.

<sup>7</sup> Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>8</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**PROJECT / PROGRAM INFORMATION FORM**

(Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

**PART A – PROJECT HEADER**

Municipality: Berkeley Township County: Ocean

Project or Program Name: Foxmoor Village

**Project Status** (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

Deleted from Plan  
(date approved by COAH) \_\_\_\_\_ )

**Project / Program Type** (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units<sup>9</sup>

100 Percent Affordable

Inclusionary

Rehabilitation

**If an Inclusionary project, identify type** (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

**If an Alternative Living Arrangement project, identify type** (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

<sup>9</sup> See N.J.A.C. 5:94-4.11

**PART B – PROJECT DETAIL** (Complete all applicable sections)COAH Round Rules Used: Round 1 Round 2 Round 3

Project Address: \_\_\_\_\_

Project Block/Lot/Qualifier (list all) \_\_\_\_\_

Project Acreage: \_\_\_\_\_

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private DeveloperProject Developer: Foxmoor at Bayville Corp aka Foxmoor Berkeley Associates, LLC

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA Category 1 Watershed

Credit Type (circle one)

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type

Addressing Unmet Need Extension of Controls

Construction Type (circle one)

New (Includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply)

Conversion Court Project Density Increase Granted Mediated Project

Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project

RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver \_\_\_\_\_

Number of market units proposed 121 Number of market units completed 121

Condo Fee percentage (if applicable) \_\_\_\_\_

Affordability Average Percentage <sup>10</sup> 55%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

Municipal or RCA funds committed to project 0

<sup>10</sup> "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds expended

0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202  
 HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family  
 UDAG UHOP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees  
 Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding  
 Balanced Housing Balanced Housing - Home Express DCA - Low Income House Tax Credit NPP  
 DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit  
 HMFA HMFA HOME MONI Section 8 Small Cities Other \_\_\_\_\_

Effective date of affordability controls \_\_\_\_\_

Length of Affordability Controls (in years) \_\_\_\_\_ or Perpetual

Administrative Agent \_\_\_\_\_

*Please see attached letter to Foxmoor.*

## PART C - COUNTS

Affordable Unit Counts

Total non-age-restricted 2 Sales \_\_\_\_\_ Rentals \_\_\_\_\_ Total age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are restricted for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income <sup>11</sup>	_____	_____
35% of median income <sup>12</sup>	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income  
 35% = greater than 30 percent and less than or equal to 35 percent of median income  
 50% = greater than 35 percent and less than or equal to 50 percent of median income

- 
- <sup>11</sup> Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)
- <sup>12</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**Bedroom Distribution of Affordable Units**

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

**Completed Units**

Number of affordable units completed in this project \_\_\_\_\_

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls \_\_\_\_\_

**PROJECT / PROGRAM INFORMATION FORM**

(Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

**PART A – PROJECT HEADER**

Municipality: Berkeley Township County: Ocean

Project or Program Name: 8 Scattered Site rentals in Manitou Park

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

1996-2005

Deleted from Plan  
(date approved by COAH) \_\_\_\_\_)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units<sup>13</sup>

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

<sup>13</sup> See N.J.A.C. 5:94-4.11



**PART B – PROJECT DETAIL (Complete all applicable sections)**COAH Round Rules Used: Round 1 Round 2 Round 3Project Address: See narrative

Project Block/Lot/Qualifier (list all) \_\_\_\_\_

Project Acreage: N/A

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Developer: OCEAN INC.

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA Category 1 Watershed

Credit Type (circle one)

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) Conversion Court Project Density Increase Granted Mediated Project

Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project

RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver \_\_\_\_\_

Number of market units proposed \_\_\_\_\_ Number of market units completed \_\_\_\_\_

Condo Fee percentage (if applicable) \_\_\_\_\_

Affordability Average Percentage <sup>14</sup> Per HUD Low Income Guidelines

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

Municipal or RCA funds committed to project 0

<sup>14</sup> "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds expended

0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202  
 HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family  
 UDAG UHROP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees  
 Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding  
 Balanced Housing Balanced Housing - Home Express DCA - Low Income House Tax Credit NPP  
 DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit  
 HMFA HMFA HOME MONI Section 8 Small Cities Other \_\_\_\_\_

Effective date of affordability controls Between 1996 &amp; 2005

Length of Affordability Controls (in years) 30 Years or PerpetualAdministrative Agent Heather Matos, OCEAN INC.

## PART C - COUNTS

## Affordable Unit Counts

Total non-age-restricted: 8 Sales \_\_\_\_\_ Rentals 8 Total age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are restricted for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income <sup>15</sup>	_____	_____
35% of median income <sup>16</sup>	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income  
 35% = greater than 30 percent and less than or equal to 35 percent of median income  
 50% = greater than 35 percent and less than or equal to 50 percent of median income  
 80% = greater than 50 percent and less than 80 percent of median income

\*All Low Income per HUD Guidelines

<sup>15</sup> Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>16</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**Bedroom Distribution of Affordable Units : THERE ARE (4) 4-BR LOW INCOME RENTAL UNITS AND (4) 3-BR LOW INCOME RENTAL UNITS**

**Units**

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	<u>4</u>
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
							4 bedroom low	<u>4</u>

**Completed Units**

Number of affordable units completed in this project 8

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

**PROJECT / PROGRAM INFORMATION FORM**

(Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

**PART A – PROJECT HEADER**

Municipality: Berkeley Township County: Ocean

Project or Program Name: 20 Scattered Site lots for new construction

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

awaiting CAFRA Approval

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

Deleted from Plan

(date approved by COAH) \_\_\_\_\_ )

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units<sup>17</sup>

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

<sup>17</sup> See N.J.A.C. 5:94-4.11

**PART B – PROJECT DETAIL (Complete all applicable sections)**

**COAH Round Rules Used:** Round 1 Round 2 Round 3

**Project Address:** See Narrative

**Project Block/Lot/Qualifier (list all)** See narrative

**Project Acreage:** N/A

**Project Sponsor: (circle one)** Municipally Developed Nonprofit Developed Private Developer

**Project Developer:** OCEAN Inc.

**Planning Area (circle all that apply)**

1	2	3	4	4B	5	5B
Highland Preservation			Highlands Planning Area		Pinelands	Meadowlands
<u>CAFRA</u>			Category 1 Watershed			

**Credit Type (circle one)**

Prior-cycle (1980 – 1986)	Post-1986 completed	<u>Proposed/Zoned</u>	Rehabilitation
---------------------------	---------------------	-----------------------	----------------

**Credit Sub-Type**

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation  
Flags (circle all that apply) Conversion Court Project Density Increase Granted Mediated Project  
Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project  
RCA Receiving Project Reconstruction Part of Redevelopment Plan  
Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver \_\_\_\_\_

Number of market units proposed \_\_\_\_\_ Number of market units completed \_\_\_\_\_

Condo Fee percentage (if applicable) \_\_\_\_\_

Affordability Average Percentage <sup>18</sup> Per HUD Guidelines

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

Municipal or RCA funds committed to project 0

<sup>18</sup> "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds expended

0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202  
 HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family  
 UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees  
 Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding  
 Balanced Housing Balanced Housing - Home Express DCA - Low Income House Tax Credit NPP  
 DCA Shelter Support Services DDD DHSS DHSS HMFA Low Income House Tax Credit  
 HMFA HMFA HOME MONI Section 8 Small Cities Other \_\_\_\_\_

Effective date of affordability controls \_\_\_\_\_

Length of Affordability Controls (in years) \_\_\_\_\_ or Perpetual

Administrative Agent OCEAN INC, Heather Matos**PART C - COUNTS****Affordable Unit Counts**Total non-age-restricted 20 Sales 6 Rentals 14 Total age-restricted 0 Sales \_\_\_\_\_ Rentals \_\_\_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are restricted for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income <sup>19</sup>	_____	_____
35% of median income <sup>20</sup>	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income  
 35% = greater than 30 percent and less than or equal to 35 percent of median income  
 50% = greater than 35 percent and less than or equal to 50 percent of median income  
 80% = greater than 50 percent and less than 80 percent of median income

**ALL LOW INCOME PER HUD SECTION 8 GUIDELINES**

<sup>19</sup> Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)  
<sup>20</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income



**Bedroom Distribution of Affordable Units Not determined yet**

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	<u>3</u>	3 bedroom low	<u>3</u>
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	<u>2</u>	3 bedroom low	<u>2</u>
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

**Completed Units**

Number of affordable units completed in this project 0

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

**Narrative**

Please supply any information not addressed on the monitoring forms that COAH may find helpful in reviewing your submission.

OCEAN INC has completed 8 low income rentals in the Manitou Park section of Berkeley:

1. 13 Second Street, 4 BR rental
2. 21 Second Street, 3BR rental
3. 261 Second Street, 3 BR rental
4. 263 Second Street, 4 BR rental
5. 265 Second Street, 4BR rental
6. 270 Second Street, 3 BR rental
7. 280 Second Street, 3 BR rental
8. 117 Third Avenue, 4 BR rental

Berkeley Township has conveyed 20 more lots to OCEAN INC. At this time, CAFRA approvals are pending. The lots are identified on the tax maps as:

1. Block 572, L 19-26
2. Block 573, L 28-31
3. Block 568, L 10-13
4. Block 569, L 14-16 and 18

The units are planned as 6 low income sales and 14 low income rentals.

Berkeley Township, Ocean County

1. The following presents a land analysis for the Ocean Inc. sites: Block 572, Lots 19-26; Block 573, Lots 28-31; Block 568, Lots 10-13; Block 569, Lots 14-16, 18

Name and address of owner: Ocean Inc., PO Box 1029 Toms River, NJ 08754

Street location: Latimer, Nolan, and Baldwin Avenues (paper streets) Berkeley, NJ 08721

Total acreage: approximately 0.5 acres; 0.2 acres; 0.2 acres; 0.2 acres

Zoning: R-150 (15,000 square foot minimum lot size)

Tax Map: See Appendix 1 (at the end of this report)

Description of surrounding land uses: The subject sites are surrounded by vacant land that is undeveloped and wooded.

Street access: Currently, the sites have street access to paper streets including Latimer, Nolan and Baldwin Avenues

Planning Area: The subject sites are in Planning Area 2.

Sewer service area: As per NJDEP i-Map Sewer Service Area data layer, the subject sites are within the State's Sewer Service Area. The SSA mapping is prepared under the Water Quality Management (WQM) Planning rules, N.J.A.C. 7:15 in conjunction with the Statewide WQM Plan, which together constitute the Continuing Planning Process conducted pursuant to the Water Quality Planning Act, N.J.S.A. 58:11A-1 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., and N.J.S.A. 13:1D-1 et seq., and as required by Sections 303(e) and 208 of the Federal Clean Water Act (33 U.S.C. 1251 et seq.)

Water and Sewer infrastructure: Water and sewer infrastructure would be currently available via well and septic. Public water and sewer are planned.

Wetlands: As per NJDEP i-Map 2002 wetland data layer, there are no wetlands on any of the subject sites. Field verification is necessary.

Steep slopes: The subject sites are relatively flat. There are no steep slopes greater than 15% on any of the sites.

Flood plain: As per FEMA Flood Maps, the subject sites are outside the 100-year flood hazard area.

Streams: As per NJDEP i-map C-1 waters data layer, there are no C-1 waterbodies adjacent or surrounding the subject sites.

CES: As per the State Development and Redevelopment Plan, there are no critically environmentally sensitive sites on or near the subject sites.

CHS: As per the State Development and Redevelopment Plan, there are no historically important sites on or near the subject sites.

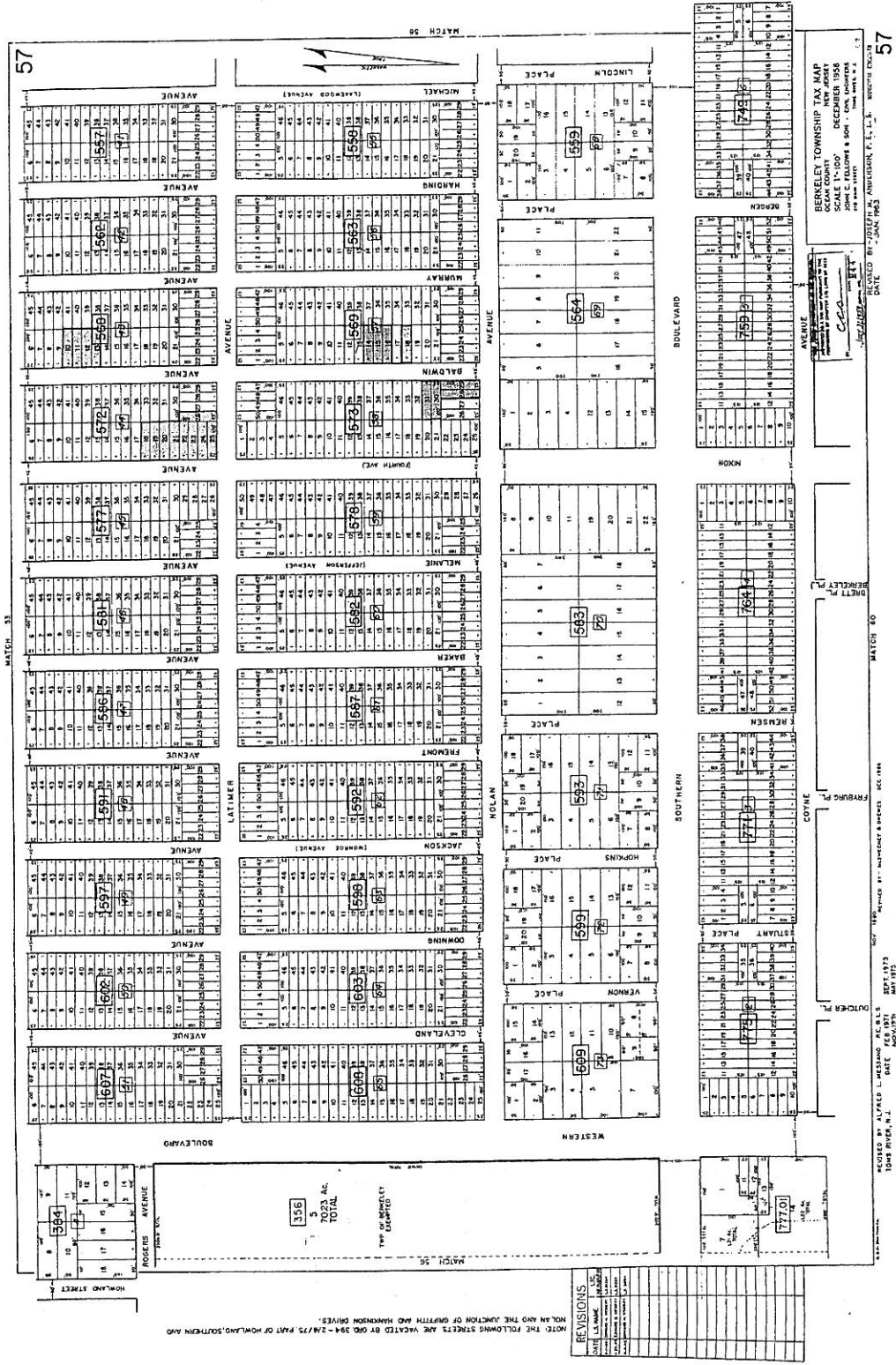
Contaminated: As per NJDEP i-Map Known Contaminated Sites data layer, there are no known contaminated sites located on any of the sites.

Buildable, non-buildable acreage: Based on the above land analysis, the subject sites are buildable due to lack of environmental constraints, however road development would be necessary for access.

Appendix 1: OCEAN Inc. sites

- Tax Map

Appendix 1: Block 572, Lots 19-26; Block 573, Lots 28-31; Block 568, Lots 10-13; Block 569, Lots 14-16, 18



2. The following presents a land analysis for the Manitou Park sites to be donated to Homes For All including:

Block 30, Lots 19-25, 59-60, 63-64, 76-90, 90.01, 91-105, 105.01, 912.01, 922-923, 943-946, 942.01, 947  
 Block 36, Lots 1028-1032  
 Block 37, Lots 1506-1520  
 Block 38, Lots 1314-1316  
 Block 39, Lots 1038-1044  
 Block 40, Lots 1447-1456, 1496-1505  
 Block 42, Lots 1048-1052, 1098-1107  
 Block 43, Lots 1477-1491  
 Block 44, Lots 1462-1466  
 Block 45, Lots 1267-1286  
 Block 48, Lots 721-735  
 Block 49, Lots 316-330, 516-525  
 Block 50, Lots 111-120, 306-315  
 Block 51, Lots 750-764  
 Block 53, Lots 331-335, 338-345  
 Block 54, Lots 121-135, 286-290, 296-300  
 Block 55, Lots 770-774  
 Block 59, Lots 780-794, 889-898  
 Block 60, Lots 581-585, 676-685  
 Block 62, Lots 261-265  
 Block 63, Lots 870-873, 876-883  
 Block 65, Lots 586-590, 596-670  
 Block 67, Lots 249-250  
 Block 68, Lots 859-861  
 Block 70, Lots 659-660  
 Block 73, Lots 850-854  
 Block 76, Lots 426-427  
 Block 77, Lots 211-214

\*See Resolution No. 02-306-R dated August 12, 2002.



## PROJECT / PROGRAM INFORMATION FORM

(Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

### PART A – PROJECT HEADER

Municipality: Berkeley Township County: Ocean

Project or Program Name: 41 Scattered Site lots for new construction

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

awaiting CAFRA Approval

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

Deleted from Plan

(date approved by COAH) \_\_\_\_\_ )

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units<sup>21</sup>

100 Percent Affordable

Inclusionary

Rehabilitation

\* Land donation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

<sup>21</sup> Sec N.J.A.C. 5:94-4.11

**PART B – PROJECT DETAIL** (Complete all applicable section)

COAH Round Rules Used: Round 1 Round 2 Round 3

Project Address: various

Project Block/Lot/Qualifier (list all) various

Project Acreage: N/A

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Developer: Homes For All

Planning Area (circle all that apply)

1	2	3	4	4B	5	5B
Highland Preservation			Highlands Planning Area		Pinelands	Meadowlands
<u>CAFRA</u>			Category 1 Watershed			

Credit Type (circle one)

Prior-cycle (1980 – 1986)	Post-1986 completed	<u>Proposed/Zoned</u>	Rehabilitation
---------------------------	---------------------	-----------------------	----------------

Credit Sub-Type

Addressing Unmet Need	Extension of Controls
-----------------------	-----------------------

Construction Type (circle one)

<u>New (includes reconstruction and conversions)</u>	Rehabilitation
--	----------------

Flags (circle all that apply)

Conversion	Court Project	Density Increase Granted	Mediated Project
Result of Growth Share Ordinance	High Poverty Census Tract	Off-Site	Partnership Project
RCA Receiving Project	Reconstruction	Part of Redevelopment Plan	

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver \_\_\_\_\_

Number of market units proposed \_\_\_\_\_ Number of market units completed \_\_\_\_\_

Condo Fee percentage (if applicable) \_\_\_\_\_

Affordability Average Percentage <sup>22</sup> Per HUD Guidelines

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

Municipal or RCA funds committed to project \$500,000

<sup>22</sup> "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds expended

0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202  
 HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family  
 UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees  
 Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding  
 Balanced Housing Balanced Housing - Home Express DCA - Low Income House Tax Credit NPP  
 DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit  
 HMFA HMFA HOME MONI Section 8 Small Cities Other \_\_\_\_\_

Effective date of affordability controls \_\_\_\_\_

Length of Affordability Controls (in years) \_\_\_\_\_ or Perpetual

Administrative Agent Homes for All, Jim Valle

## PART C - COUNTS

## Affordable Unit Counts

Total non-age-restricted 41 Sales 41 Rentals 0 Total age-restricted 0 Sales \_\_\_\_\_ Rentals \_\_\_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are restricted for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income <sup>23</sup>	_____	_____
35% of median income <sup>24</sup>	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income  
 35% = greater than 30 percent and less than or equal to 35 percent of median income  
 50% = greater than 35 percent and less than or equal to 50 percent of median income  
 80% = greater than 50 percent and less than 80 percent of median income

## ALL LOW INCOME PER HUD GUIDELINES

<sup>23</sup> Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)  
<sup>24</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**Bedroom Distribution of Affordable Units Not determined yet**

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

**Completed Units**

Number of affordable units completed in this project 41

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

**PART D - (completed by Sending Municipality)****For Regional Contribution Agreements (RCA)**

Sending Municipality	<u>Berkeley Township</u>	County <u>Ocean</u>	
RCA Receiving Municipality	_____	County _____	
COAH approval date	_____		
Number of units transferred	<u>13</u>	Cost per unit	<u>\$25,000</u>
Total transfer amount	<u>\$325,000</u>	Amount transferred to date	<u>\$0</u>

Name and address of owner: Berkeley Township (to be transferred to Homes for All, Inc.)

Street location: Manitou Park bounded by First and Fifth Avenues, west of the Garden State Parkway Berkeley, NJ 08721

Total acreage for 373 scattered paper lots that are 2,000 square feet: approximately 17 acres

Zoning: PPC (Public Preservation/Conservation Zone) – Must be rezoned to accommodate affordable units

Tax Map: See Appendix 2 (at the end of this report)

Description of surrounding land uses: The Manitou Park neighborhood is sparsely developed with residential uses. Vacant land that is undeveloped and wooded surround the sites.

Street access: Currently, the sites have street access to First through Fifth Avenues

Planning Area: Manitou Park neighborhood is in Planning Area 2.

Sewer service area: As per NJDEP i-Map Sewer Service Area data layer, Manitou Park is within the State's Sewer Service Area. The SSA mapping is prepared under the Water Quality Management (WQM) Planning rules, N.J.A.C. 7:15 in conjunction with the Statewide WQM Plan, which together constitute the Continuing Planning Process conducted pursuant to the Water Quality Planning Act, N.J.S.A. 58:11A-1 et seq., the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., and N.J.S.A. 13:1D-1 et seq., and as required by Sections 303(e) and 208 of the Federal Clean Water Act (33 U.S.C. 1251 et seq.)

Water and Sewer infrastructure: Water and sewer infrastructure would be currently available via well and septic. Public water and sewer are planned.

Wetlands: As per NJDEP i-Map 2002 wetland data layer, there are no wetlands located at Manitou Park. Field verification is necessary.

Steep slopes: Manitou Park is relatively flat. There are no steep slopes greater than 15% on any of the sites.

Flood plain: As per FEMA Flood Maps, Manitou Park is outside the 100-year flood hazard area.

Streams: As per NJDEP i-map C-1 waters data layer, there are no C-1 waterbodies adjacent or surrounding Manitou Park.

CES: As per the State Development and Redevelopment Plan, there are no critically environmentally sensitive sites on or near Manitou Park

CHS: As per the State Development and Redevelopment Plan, there are no historically important sites on or near Manitou Park.

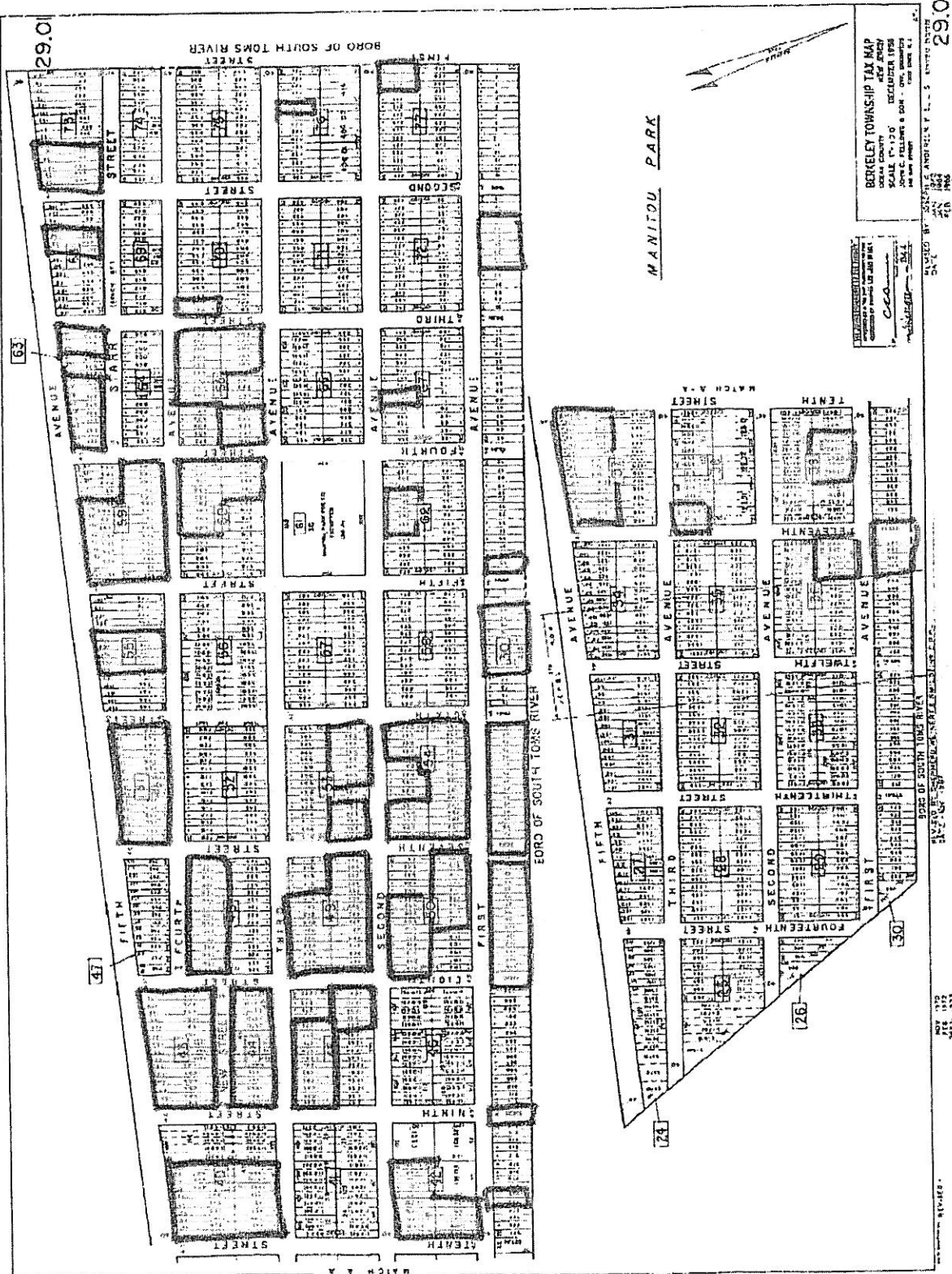
Contaminated: As per NJDEP i-Map Known Contaminated Sites data layer, there are no known contaminated sites located at Manitou Park

Buildable, non-buildable acreage: Based on the above land analysis, 100% of the scattered sites at Manitou Park are buildable.



Appendix 2: Homes For All sites

- Tax Map
- Resolution 02-306-R
- Developer's Agreement
- Resolution of Extension of Developer's Agreement
- CAFRA Permit letter



#02-306-R

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BERKELEY TO APPLY FOR AND ACCEPT HOMEOWNERSHIP INCENTIVE FUND ("HIF") FUNDS.

August 12, 2002

WHEREAS, Berkeley Township desires to approve the development of 10% units of low-, and or 40% moderate income units and 50% units of market income housing for the development known as Manitou Park to be funded under the New Jersey Housing and Mortgage Finance Agency ("the Agency") Urban Homeownership Recovery Program ("UHORP"); and

WHEREAS, Berkeley Township recognizes that an affordable housing grant from the Agency for an amount not to exceed the maximum amount allowed in accordance with Housing Incentive Funds ("HIF") is for the purpose of subsidizing the construction of home ownership and, when applicable, rental units, respectively; and

WHEREAS, the HIF grant will, when applicable, benefit home buyers of the affordable units that will be restricted by the Agency using Council On Affordable Housing ("COAH") type restrictions with funds to be repaid solely to the Agency at the first unrestricted sale; and

WHEREAS, the HIF grant will, when applicable, benefit home buyers of the market units that will be restricted by the Agency using UHORP and HIF restrictions, with funds to be repaid solely to the Agency at the first sale; and

WHEREAS, Berkeley Township recognizes Homes For All, Inc. as the developer/sponsor for the development,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley, in the County of Ocean, State of New Jersey, to support the developer/sponsor's application for such grants from the Agency and acknowledges that the processing and expenditure of funds shall be in accordance with the terms of UHORP and the HIF; and be it further

RESOLVED that Berkeley Township does hereby commit to this project

- 82 Buildable lots in Manitou Park
- \$500,000 Mt. Laurel funds subject to a separate agreement between the Township of Berkeley and Homes For All, Inc. regarding funding disbursements based on completion of levels of construction and provision of water and sewer utilities and recreation facilities

- Waives all municipal portion of local Permit fees on affordable units; and be it further

RESOLVED that the persons whose names, titles and signatures below are authorized by Berkeley Township to implement this Resolution and that they or their successors in said titles are authorized to sign any documents in connection therewith:

SIGNED: \_\_\_\_\_

\_\_\_\_\_  
Mayor

TITLE

SIGNED: \_\_\_\_\_

\_\_\_\_\_  
Township Clerk

TITLE

and be it further

RESOLVED that a certified copy of the within Resolution be forwarded by the Township Clerk to the following:

1. Mayor and Council Members
2. Business Administrator
3. Chief Financial Officer
4. Township Attorney
5. Township Engineer
6. Jeffrey Surenian, Esquire
7. Homes For All, Inc., 7 Hyers Street,  
Toms River, New Jersey 08753
8. John DeVincens, Esquire,  
611 Main Street,  
Second Floor  
Toms River, New Jersey 08753

\_\_\_\_\_  
NATHAN ABBE, Council President

# FAX

September 26, 2007

To: Maureen Fullaway  
Affordable Home Services  
732 892-4292 Phone  
732 892-4295 Fax

From: Diane Havens  
Homes For all, Inc.  
732 286-7929 Phone  
732 286-9698 Fax

Re: **Manitou Park-Berkeley Township**

Maureen:

As requested please find the following documents for the above referenced project.

1. Developers Agreement
2. Resolution for Extension of Developers Agreement
3. CAFRA Permit

Please feel free to call me should you have any questions.

Thank you,



Diane M. Havens  
Homes For All, Inc.

Pages (including cover page): 12

DEVELOPERS AGREEMENT

THIS AGREEMENT, entered into this day of <sup>4th</sup> September 2003 between,

TOWNSHIP OF BERKELEY, a Municipal Corporation of the  
State of New Jersey, located in the County of Ocean,

Hereinafter referred to as "Township";

AND

HOMES FOR ALL, INC.  
7 Hyers Street, Toms River, New Jersey 08753  
A Not-for-Profit Affordable Housing developer

Hereinafter referred to as "Developer";

affects certain real estate located in the Manitou Park section of Berkeley Township and more specifically set forth by Lot and Block numbers on Schedule "A" attached hereto; and

WHEREAS, the Homes For All, Inc. has applied to the Berkeley Township Council and received support for the Developers application for a grant from New Jersey Housing and Mortgage Finance Agency (NJHMFA) and also the Urban Home Ownership Recovery Program (UHORP) in accordance with Housing Incentive Funds (HIF) which money are used for the purpose of subsidizing the construction of affordable home ownership; and

WHEREAS, the HIF money will, when applicable, benefit home buyers consistent with the Council on Affordable Housing (COAH) type restrictions which funds are to be repaid to the New Jersey Housing and Mortgage Finance Agency upon sale of developed property; and

WHEREAS, Berkeley Township recognizes Homes For All, Inc. as A Not-For-Profit Affordable Housing Developer; and

WHEREAS, the Developer agrees that planning board approval is required pursuant to the New Jersey Municipal Land Use Law and the Revised General Ordinances of the Township of Berkeley as they relate to land use and development; and

WHEREAS, if the Developer is not the original applicant it agrees to be bound by all responsibilities and obligations as though it were the original applicant,

NOW THEREFORE, the parties to this agreement for and in consideration of the mutual promises and covenants to each other made and for other good and valuable consideration including the development of affordable housing in the Township of Berkeley, hereby agree for themselves, their successors and assigns as follows:

1. This Developer's Agreement shall apply to the real estate set forth in Schedule "A" which the Developer intends to utilize for the production of market rate, and affordable low and/or moderate income housing units.

2. The Township of Berkeley has committed pursuant to Resolution 02-306-R dated August 12, 2002 which is attached hereto as Exhibit "B" to transfer 82 buildable lots in Manitou Park to the Developer which lots are presently owned by the Township of Berkeley. The 82 lots will consist of fifty-two 100 foot frontage, twenty-five 80 foot width lots and five 60 foot width lots pursuant to this agreement and subsequent zoning ordinance amendments, if necessary.

3. Transfer of subject lots to take place within 30 days of final Planning Board Approval. Development of the subject lots shall be divided between those contained in Phase One which is set forth on Schedule C and those set forth in Phase Two which is set forth in Schedule D.

4. It is the intent of the parties that Phase One will be developed first and that the Developer will construct approximately 52 new units in Phase One. The parties recognize that there are presently 23 existing homes located within the area of Phase One which will benefit from the water and sewer utilities which will be brought to the site.

5. The parties further agree that Phase Two will be constructed at a later time but no later than seven years from the date of this agreement and that water and sewer utilities will be provided to the homes located within the Phase Two and also to the existing homes located in Phase Two.

6. The Township agrees to convey the subject properties to the Developer and the Developer will develop the homes consistent with COAH regulations such that 50% of the homes will be "market rate" homes and 40% will be homes for moderate income owners and 10% of the homes will be for low income owners as defined by the New Jersey COAH regulations. An equitable mix of market rate, moderate and low income units shall be provided by the developer of the project pursuant to the 50%, 40% and 10% mix.

7. The Township further agrees that it will commit up to \$500,000.00 of its Mount Laurel Affordable Housing funds presently on hand to the Developer in order to assist in the completion of levels of construction and the provision of water and sewer utilities and also recreation community facilities to the Manitou Park section of Berkeley Township. The Township agrees to pay a maximum of \$120,000.00 to the Developer for engineering costs. This portion of the monetary contribution will be disbursed to the Developer upon presentation to the Township of invoices for engineering costs. The engineering required at the present time is necessary in order to produce a sewer system plan adequate for approval under the Coastal Area Facilities Review Act by the New Jersey Department of Environmental Protection. \$50,000.00 will be conveyed to the Developer by the Township at the time of the initial ground breaking of the sewer system and/or necessary infrastructure for the proposed development. The balance of \$130,000.00 will be paid to the Developer after the substantial construction, completion and acceptance of Phase One and prior to the construction of Phase Two. The parties agree that the balance of funds will be utilized to provide



water utilities to the Phase Two portion of the development and will be paid upon presentation of invoices as the Phase Two project progresses.

8. The Township agrees that in order to facilitate the construction of affordable housing pursuant to this agreement and the Developers plans the Township will waive all municipal portion of local permit fees for affordable units as defined by the New Jersey Council on Affordable Housing.

9. The parties agree that the developer's project is subject to CAFRA approval and Ocean County Soil Conservation District approval, Ocean County Planning Board approval and Berkeley Township Planning Board approval. Any other Federal, State or County regulations that may be applicable to the Developer's project and this agreement and the obligations of the Township are dependant upon such approval being granted to the Developer.

10. If for any reason whatsoever the developer is unable to complete the construction of the 82 homes contemplated by this agreement or the water and sewer utilities, the Township reserves that right to re-enter properties still under ownership of the developer and the properties will revert in title to the Township. The Township may enforce this right by an action in ejectment to the appropriate Court. This right is acknowledged by the Developer and its successors and assigns and specifically survives the execution of this contract. Homes for All agrees not to convey any properties other than in the normal course of business to residential purchasers without the consent of the Township.

11. The Township recognizes that the Developer must obtain construction mortgage financing for the development of the subject properties and that all obligations of both parties are dependant upon construction mortgage financing in an amount sufficient to construct the 82 homes in question.

12. The Developer agrees to be bound by the testimony, representations, commitments, matters of fact and matters of law which constitute the file and record of the Berkeley Township Planning Board and Township Council in this matter and that it will faithfully discharge all of the obligations and commitments thereof.

13. The Developer shall construct, in accordance with the specifications of the Land Use Ordinance of the Township of Berkeley as applicable in a manner satisfactory to the Township Engineer and in accordance with the "plat" improvements set forth on the subdivision map including but not limited to the installation of water and sewer to the subject properties set forth in Schedule "A" attached. The parties agree that the project will be developed in two phases, Phase One first and Phase Two second. The parties further agree that the entire project will be completed on or about four years from the issuance of the first building permit.

14. The Township and the Developer will enter into a tax abatement agreement pursuant to the New Jersey Statutes governing the same. This agreement will cover the period of time after title vests in the Developer or prior to the issuance of a Certificate of Occupancy for each unit. After the issuance of a Certificate of Occupancy the dwellings will be assessed in the normal course by the



Berkeley Township Tax Assessor.

15. The improvements contemplated in this Agreement and in the application shall be performed within a period of four (4) years from the date hereof. The failure of the Township to declare the Developer in default upon the expiration of the four (4) years and/or the willingness of the Township to allow the Developer additional time within which to complete the improvements shall not be deemed a waiver of any of its rights under this Agreement. The issuance of Certificate(s) of Occupancy by the Township within the four (4) year period shall not be deemed a waiver for defects ascertained during said period or subsequent thereto. If the project or any part of same is sold, or otherwise conveyed by the Developer to another Developer prior to the installation of all improvements aforesaid, new security (Bonds/Letters of Credit and Developer's Agreements) shall be required from the purchaser. The Developer agrees to obtain same for and on behalf of the Township.

16. The Developer hereby specifically and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. The Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and is undertaking them voluntarily.

17. In the event that the Developer has, in the judgment of the Township Engineer, committed a material breach of the terms of its approval and thereby threatens the public health, safety or welfare, the Township Engineer shall notify the Developer and Township Council immediately in writing, specifying the breach and the remedy the Township Engineer believes necessary and the time within which the breach is to be cured.

The Township Engineer shall cause a copy of the notice to be served on the Developer by personal service at the job site on the supervisor or job foreman and by causing a copy to be sent to the Developer's address as shown in the Developer's Agreement.

In the event that the Developer has not cured the breach within the time specified, the Township Engineer may, at the next regular or special Planning Board or Township Council meeting of which the Developer has been given notice, cause a hearing to be held as to whether the Developer should be found to have breached the terms of the approval as described above. In the event that the Board or Council finds that the Developer has breached the terms of any approvals, the Board or Council may declare that said approvals are suspended.

The notice of the hearing before the Board or Council may be given to the Developer at the same time as the initial notice of breach.

The hearing before the Planning Board or Council shall be conducted procedurally in the same manner pursuant to statute as a hearing on an application for development. It shall be the obligation of the Board Engineer to establish by a preponderance of the evidence that the Developer has breached the terms of the approval and that said breach constitutes an immediate threat to public safety and welfare.

In the event that the Planning Board or Council finds a material breach and votes to suspend approvals previously given, the Board or Council shall notify all Township agencies of the suspension. Thereafter all Township agencies shall cease to undertake any inspections or permit review procedures based on the approved status of the development, nor shall any further activities be allowed on site which are not essential for public safety to stabilize the site during the suspension.

The Board or Council Resolution of suspension shall specify:

1. The breach;
2. Its specific effect on the public health, safety and welfare;
3. The specific remedial activities the Developer must undertake to cure same;
4. Whether the Township Engineer can, after inspection of any curative activities, if satisfied that the breach has been cured, authorize a resumption of all site work pending formal Board action to rescind the suspension.

In the event that the Developer does not complete curative work within one month, weather permitting, the Board may recommend to the Township Council such litigation as may be necessary in order to seek permanent relief against the Developer.

18. The Developer shall also comply with the following terms and conditions prescribed by the Township of Berkeley in connection with final approval of said "plat":

- (a) Compliance with all requirements of all Ordinances of the Township of Berkeley and all proper recommendations of the Township Engineer and the Township Board of Health.
- (b) All recommendations, conditions and requirements of the Ocean County Planning Board shall be complied with and the Developer shall pay all costs of improvements, if any, as may be required by said Ocean County Planning Board including the posting of any Bonds by the aforesaid County of Ocean.
- (c) Developer shall post satisfactory Performance or Surety Bonds to guarantee the installation of such improvements as may be required by Ocean County, if any.

19. Developer shall perform all work in full compliance and observance of all Ordinances of the Township of Berkeley.

20. The Developer shall be responsible for the cleaning and sweeping of the public roadways at the point of entrance to and exit from the development project to avoid the accumulation of debris and to maintain the public roadways in a clean and safe condition. In addition, as soon as the first Certificate of Occupancy is issued within the project, the foregoing standard applicable to public roadways shall also become applicable to any internal roadways even though such roadways may not have been accepted by the municipality. In the event that the Developer fails to maintain the roadways in accordance with the foregoing standard, the Township may cause same to be done and

the Superintendent of the Department of Public Works shall certify the Township's expense in connection therewith to the Township Treasurer and Township Tax Collector. Said amount shall constitute a lien upon the premises and permission is hereby given that such lien may be shown on municipal certificates of lien issued for the subject property by officials and/or employees of the Township.

21. In the event the Township is involved in any litigation, or other similar action, which action relates in any way to the terms of this Agreement, the Developer and is instituted by a third party other than the developer, the developer will indemnify the Township for such litigation and agrees to pay/reimburse the Township for all costs and expenses, including reasonable attorney's fees and expert witness fees. The Township shall have the option of having such fees taxed in the underlying action, or maintaining a separate action for the same.

22. The Township, its consultants, employees and agents shall be given free access to observe construction of roads, sanitary sewers, water mains, storm sewers, landscaping for buffer areas and appurtenances associated with the approved plan if applicable. The purpose of such observations shall be limited to providing the Township with a greater degree of confidence that such improvements will be constructed in accordance with the Developer's approved submittals. The Township or its representatives, consultants, employees or agents shall not supervise, direct or have control over the Developer's work during such observations or as a result thereof, nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer, for safety precautions and programs incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Developer hereby expressly agrees to indemnify and hold the Township, its representatives, consultants, employees and agents harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the Township, representatives, consultants, employees and agents in the event that the Township, its representative, consultants, employees and agents is named as a defendant in an action concerning the performance of work pursuant to this Agreement. The Developer is not an agent or employee of the Township.

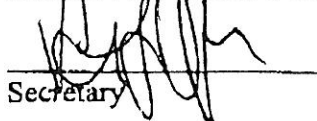
IN WITNESS WHEREOF, the Developer has hereunto caused these presents to be signed by its proper authorized parties and has caused its proper seals, if any, to be affixed hereto. The Township of Berkeley has caused this instrument to be signed by its Mayor and attested by its Clerk and does cause its proper corporate seal to be affixed as of the date and year first above written.

ATTEST: (Affix Seal)

TOWNSHIP OF BERKELEY

  
Township Clerk

ATTEST: (Affix Seal)

  
Secretary

BY   
Jason Varano Mayor

BY   
James Valle President

STATE OF NEW JERSEY :

: SS ACKNOWLEDGMENT

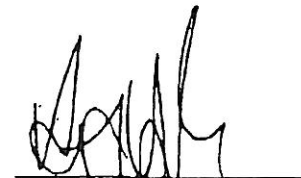
COUNTY OF OCEAN :

On this 4<sup>th</sup> day of September, 2003, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Peter J. Van Dyke, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of Homes for All, Inc., the Corporation named in the within Instrument; that James Valle is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper Resolution of the Board of Directors of said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn and Subscribed to  
before me the date aforesaid.

  
NOTARY PUBLIC OF NEW JERSEY

John J. DeVincentis  
ATTORNEY AT LAW OF NEW JERSEY

  
Secretary

06-351-R

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BERKELEY  
AUTHORIZING RENEWAL AND EXTENSION OF DEVELOPER'S AGREEMENT WITH  
HOMES FOR ALL, INC.

October 10, 2006

WHEREAS, on September 4, 2003, Berkeley Township entered into a Developer's Agreement with Homes For All, Inc. for the purpose of subsidizing the construction of affordable home ownership; and

WHEREAS, the improvements outlined in the Agreement were to be performed within four (4) years, i.e., September 6, 2007; and

WHEREAS, Homes for All, Inc. has requested an extension to the Developer's Agreement in order to meet the CAFRA requirements of the New Jersey Department of Environmental Protection to provide affordable housing to Berkeley Township residents,

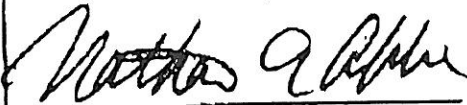
NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley, County of Ocean, State of New Jersey, that Homes for All, Inc. is granted a two (2) year extension to the Developer's Agreement to provide affordable housing to Berkeley Township residents; and be it further

RESOLVED that the Mayor and Clerk are authorized to execute any and all documentation required to effectuate this extension to the Developer's Agreement between Homes For All, Inc. and Berkeley Township; and be it further

RESOLVED that a copy of this Resolution and the Developer's Agreement will remain on file with Township Clerk's office; and be it further

RESOLVED that certified copies of the within resolution be forwarded by the Township Clerk to the following:

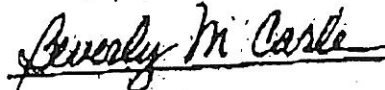
1. Mayor and Council Members
2. Business Administrator
3. Chief Financial Officer
4. Township Engineer
5. Township Attorney
6. Homes For All, Inc.  
7 Hyers Street  
Toms River, New Jersey 08753
7. John DeVincens, Esq.  
611 Main Street  
Toms River, New Jersey 08753
8. Ed. Liston, Jr., Esq.  
207 Hooper Ave.  
Toms River, NJ 08754



NATHAN A. ABBE, Council President

CERTIFICATION

I HEREBY CERTIFY THAT THE WITHIN ~~Resolution~~  
WAS FINALLY PASSED BY THE GOVERNING BODY OF THE  
TOWNSHIP OF BERKELEY, IN THE COUNTY OF OCEAN, ON THE  
16 DAY OF ~~October~~ 1996, IN WITNESS WHEREOF I HAVE  
HEREUNTO SET MY HAND AND THE OFFICIAL CORPORATE  
SEAL OF SAID TOWNSHIP THIS 11th DAY OF ~~October~~ 1996



Beverly M. Carls  
Township Clerk

**State of New Jersey**

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Use Regulation

P.O. Box 439, Trenton, NJ 08625-0439

Fax # (609) 292-8115

Fax # (609) 777-3656

www.state.nj.us/landuse

LISA P. JACKSON  
CommissionerJON S. CORZINE  
Governor

SEP 20 2007

**CERTIFIED MAIL**

John J. DeVincens  
DeVincens & Associates, LLC  
611 Main Street  
Second Floor  
Toms River, New Jersey 08753

RE: CAFRA Individual Permit Application  
File No. 1505-04-0074.1 CAF040001- **Amendment**  
Applicant: Homes For All  
Block(s): Various Lot(s): Various  
Berkeley Township, Ocean County

Dear Mr. DeVincens:

In response to information that has come to the attention of the Division of Land Regulation and in accordance with the Coastal Permit Program Regulations, specifically N.J.A.C. 7:7-4.10 (b), you are hereby issued approval of an amendment. This letter authorizes the amendment of CAFRA Individual Permit No. 1505-04-0074.1 CAF0400001, to allow for the construction of 82 single-family detached homes.

The applicant provided a plan in one (1) sheet entitled "LAND PRESERVATION PLAN FOR MANITOU PARK TOWNSHIP OF BERKELEY OCEAN COUNTY NEW JERSEY", prepared by William A. Stevens of Professional Design Services, L.L.C., dated January 25, 2007 and unrevised.

The Division authorizes the construction of the 82 single-family detached homes, by issuance of this amendment, however please be advised that prior to site preparation the applicant must comply with the following condition:

- Within 15 days of issuance of this amendment and prior to any construction activities, the permittee shall submit a draft conservation restriction to the Program for review and approval, for the entire parcel protecting those areas designated for threatened and endangered species preservation. The deed restriction shall state that activities shall not occur in the specified areas (as shown on the above-mentioned plan) without written approval from the NJDEP, Division of Land Use Regulation.



Homes For All  
File #1505-04-0074.1 CAF040001 - Amendment

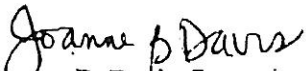
Page 2

The applicant shall include the conservation restriction on the deed, and shall file the restriction with the Ocean County's Clerk Office (the Registrar of Deeds and Mortgages) and provide the Division with verification of filing within 60 days of approval by the Division. Said restriction shall run with the land and be binding upon all successive owners. Any regulated activities, including site preparation, undertaken on the site before a copy of the recorded restriction is submitted to the Department will be considered in violation of the Coastal Area Facilities Review Act.

In addition, based on this information provided, Permit Specific Conditions # 1 & 3 are no longer required. All other conditions of the original permit are to remain in force. Please be advised that the original expiration date of May 27, 2010 remains the same.

A copy of this amendment shall be appended to the original CAFRA Individual Permit No. 1505-05-00-0074.1 CAF040001. If you have any questions regarding this authorization, please contact Vivian M. Fanelli of our staff at (609) 984-0288. Please reference the above file number.

Sincerely,

  
Joanne B. Davis, Supervisor  
Division of Land Use Regulation

c: Jim Valle, Homes For All, 7 Hyers Street, Toms River, New Jersey 08753  
Ian M. Borden, Professional Design Services, LLC, 700 Hooper Avenue, Toms River, New Jersey 08753  
Don Wilkinson, Division of Fish and Wildlife  
Enforcement, Toms River  
Township Clerk  
Township Construction Official  
Township Planning Board



6. 2007 4:10PM

CARLUCCIO, LEONE 7327971637

NO. 3403 P. 1

Prepared By:

V. David Shaheen, Esq.

**DECLARATION OF MOUNT LAUREL  
AFFORDABLE HOUSING RESTRICTIONS**

BY: FOXMOOR AT BAYVILLE CORP., a New Jersey Corporation, with a mailing address located at P.O. Box 627, Forked River, New Jersey (hereinafter "Foxmoor").

WHEREAS: Subdivision approval was granted by the Planning Board of the Township of Berkeley for that certain development known as Foxmoor Village at Berkeley (hereinafter "Foxmoor Village") arising out of a Consent Order entered in the Superior Court of New Jersey, Docket No. OCN-L-067006-88; and

WHEREAS: Foxmoor is the owner of certain building lots located within Foxmoor Village; and

WHEREAS: Pursuant to certain resolutions adopted by the Planning Board of the Township of Berkeley and pursuant to Section 118-17 of a certain Zoning Ordinance adopted by the Township of Berkeley, a percentage of the lots located in Foxmoor Village are to be constructed and sold or rented as Mount Laurel Affordable Housing; and

WHEREAS: Foxmoor Berkeley Associates, LLC, by virtue of having posted certain performance bonds in connection with the development of Foxmoor Village is desirous of assuring satisfaction of the Mount Laurel obligations imposed on the Foxmoor Village development and requires that Foxmoor acknowledge the requirements of the aforesaid Consent Order, Planning Board approval and Zoning Ordinance (the "Controlling Documents"), which Foxmoor has consented to do.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, Foxmoor hereby declares:

1. Foxmoor hereby subjects the lots listed on Schedule "A" attached hereto to the restrictions imposed by the Controlling Documents, it being the intent hereby that said lots shall constitute the Mount Laurel Affordable Units as defined therein.
2. Foxmoor further agrees to comply with the requirements of the Controlling Documents as more specifically provided therein, including by way of example, effecting an affirmative marketing program, registering the affordable units with the Department of Community Affairs - Affordable Housing Management Service, and including a uniform deed restriction and lien in accordance with N.J.A.C. 5:92-12.
3. Provided that Foxmoor is in compliance with the requirements of the Controlling Document, and specifically the Phasing Schedule set forth therein, Foxmoor will have the right to substitute new lots for those lots listed on Schedule "A" not then developed as Affordable Housing Units, by executing and recording an amendment

Page -1-

R &amp; R to:

Jahos, Broege &amp; Shaheen

Counselors At Law  
116 Oceanport Ave.  
P.O. Box 248

732-747-4411

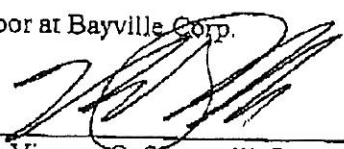
RECORDED & INDEXED  
BY DEAN HARRIS  
CLERK COUNTY  
NOV 04 2008 01:24 PM

to this Declaration of Mount Laurel Affordable Housing Restrictions.

4. Furthermore, to the extent permitted by the Controlling Documents and provided Foxmoor is in compliance with the requirements of the Controlling Documents, Foxmoor retains the right to remove lots from the restriction hereby created by making a voluntary payment in lieu of construction all as more particularly contemplated by the aforesaid Controlling Documents.
5. This Declaration shall automatically, without further action, terminate as to any lot set forth on Schedule "A", as may be amended as permitted herein, upon conveyance of said lot by Foxmoor in compliance with the applicable requirements of the Department of Community Affairs for low and moderate income units.

In witness whereof, the undersigned has hereunto caused its proper corporate officers to sign and seal this Declaration as of the 5<sup>th</sup> day of July, 2000.

Foxmoor at Bayville Corp.

By:   
Vincent C. Simonelli, President

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.:

I CERTIFY that on July 5, 2000

Vincent C. Simonelli

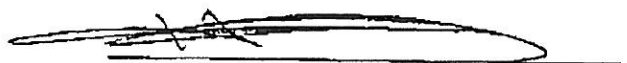
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personally came before me and this person acknowledge under oath, to my satisfaction, that:

(a) this person signed, sealed and delivered the attached document as President of Foxmoor at Bayville Corp. the corporation named in this document;

(b) the proper corporate seal was affixed; and

(c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

  
V. David Shaheen, Attorney-at-Law of the State of New Jersey

CR DE 10151 FB 1174

SCHEDULE "A"  
DESCRIPTION OF LOTS

Located in the Township of Berkeley County of Ocean and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and buildings(s); and (e) all other rights that I have, or will have, as owner of the Property. The legal description is:

- TRACT I New Lots 36, 40, 42, 45 and 63, Block 973.05, as shown on the tax map of the Township of Berkeley and as shown on "Final Plat Foxmoor Village at Berkeley, Section Three, Berkeley Township, Ocean County, New Jersey", duly filed in the Ocean County Clerk's Office May 24, 2000 as Map No. J-2994,
- TRACT II Lots 5, 8, 15, Block 973.03 and Lots 16, and 18, Block 973.02, as shown on the tax map of the Township of Berkeley and as shown on "Final Plat Foxmoor Village at Berkeley, Section One, Berkeley Township, Ocean County, New Jersey", duly filed in the Ocean County Clerk's Office August 14, 1998 as Map No. L-2851.

**FILED**

MAY 20 2003

FILE: 21850-JRS  
**LOMELL LAW FIRM**  
 A Professional Corporation  
 250 Washington Street  
 P. O. Box 787  
 Toms River, New Jersey 08754  
 (732) 349-2443  
 Attorneys for Plaintiff, Township of Berkeley

JUDGE SERPENTELLI'S CHAMBERS  
 SUPERIOR COURT OCEAN COUNTY

SUPERIOR COURT OF NEW JERSEY  
 LAW DIVISION: OCEAN COUNTY  
 DOCKET NO. L 2787-00

In the Matter of the Application of the  
 Township of Berkeley, a municipal corporation  
 of the State of New Jersey.

Civil Action

*Mount Laurel*

ORDER CONFIRMING  
 CREDITWORTHINESS OF TWO UNITS OF  
 AFFORDABLE HOUSING CONSTRUCTED  
 BY FOXMOOR AT BAYVILLE CORP.

This matter having been opened to the Court by Lomell Law Firm, a Professional Corporation, Jeffrey R. Surenian, Esq., appearing, on behalf of plaintiff, Township of Berkeley, and the Court having reviewed the deed of restrictions and other documentation filed with the Office of the County Clerk to ensure that the real property located at Block 973.03 Lot 15 and Block 973.03, Lot 16, as shown on the Official Tax Map of the Township of Berkeley, Ocean County, New Jersey, remain affordable for a period of 30 years and the recommendation of Philip B. Geron, PP, the Court-appointed master in this matter and good cause therefor appearing;

It is on this 20<sup>th</sup> day of May, 2003, ORDERED:

1. That the Township of Berkeley is entitled to credit for two affordable units constructed in accordance with its agreement with Foxmoor at Bayville Corp., successor in interest to Foxmoor Berkeley Associates, LLC.

2. That the Township is, therefore, directed to return the escrowed amount of \$40,000.00 to said Foxmoor at Bayville Corp. within 30 days from the date hereof.

*Eugene D. Serpente*  
EUGENE D. SERPENTE, A.J.S.C.

## **AGREEMENT**

**WHEREAS**, Hope Springs, LLC, having principal offices located at 110 Hillside Boulevard, Suite 1, Lakewood, New Jersey 08701 (hereinafter referred to as Hope Springs) is the owner or contract purchaser of certain property presently known as Block 858 – Lots 34.01, 38, 39, 40, 42, 43, 44, 45.01, 45.02, 46.02; Block 939 – Lots 19, 20, 21, 21.04 and 22.01; and Block 939.15 – Lot 23 in the Township of Berkeley; and

**WHEREAS**, Hickory Properties, LLC (hereinafter Hickory) did receive from the ~~Berkeley Township Planning Board preliminary and major subdivision approval on April 6, 2005~~ which was subsequently memorialized and certified (hereinafter referred to as the Resolution); and

**WHEREAS**, Hickory did assign all rights, titles, responsibilities and obligations pursuant to the resolution to Hope Springs, LLC; and

**WHEREAS**, the Resolution did provide in paragraph 17 of the conditions thereto, “That applicant comply with the requirement of Section 35-11 of the Code of the Township of Berkeley entitled, “Mandatory Development Fees”, which provision referred to the requirement in the ordinance that provided for the payment of a one percent fee into the Affordable Housing Fund, which amount was to be one percent of the cost of the improvement on any approved lot to be paid half at the time the building permit was issued and half at the time the certificate of occupancy was issued; and

**WHEREAS**, the parties acknowledge within the fact finding of the resolution mention was made of “COAHs Third Round Substantive Rules, Procedural Rules and Uniform Housing Affordability Controls”. The parties acknowledge that at the time the resolution was adopted the Township of Berkeley had not adopted a growth share

ordinance. The parties therefore dispute whether or not in fact any obligation could have been imposed beyond that required by Section 35-11 of the Code of the Township of Berkeley referred to hereinabove; and

**WHEREAS**, were the Third Round Substantive Rules to have applied the obligation to Hope Springs based upon the number of units that are being now proposed would be potentially greater than eighteen units; and

**WHEREAS**, the parties recognize that on January 25, 2007, the Appellate Division invalidated the provision in COAH's Third Round Substantive Rules that permitted a municipality to pass the municipality's affordable housing obligation generated by the development through to the developer. The Appellate Division ruled that a municipality must provide a compensatory benefit to a developer that is providing affordable housing. On December 17, 2007, COAH adopted new rules in accordance with the Appellate Division's January 25, 2007 decision. The proposed regulations now require municipalities to provide a compensatory benefit to developers of one additional market unit for every affordable unit constructed. The new proposed regulations also increase a municipality's growth share obligation to one affordable unit among five residential units and one affordable unit for every 16 jobs (previous ratios were one affordable unit among nine residential units and one affordable unit for every 25 jobs).

**WHEREAS**, the parties acknowledge that the Township may be required to provide a greater number of affordable housing units in the future as a result of this subdivision. Such possible greater obligation is yet to be determined and will be ultimately dependent upon ongoing litigation, and rules proposed but not yet effective that are not resolved by current litigation. The approval granted Hickory by the

Township does not provide a compensatory benefit to Hickory for providing the affordable housing; and

**WHEREAS**, the parties hereto wish to resolve the uncertainty of what such ongoing litigation and rule making process may do in a manner consistent with the public interest; and

**WHEREAS**, the parties wish to resolve all outstanding uncertainty and disputes with respect to the development of affordable housing as a result of this subdivision; and

**WHEREAS**, it is the intention of the parties to make this agreement binding on both parties notwithstanding such further obligations as may be placed upon the Township. Such further obligations shall in no way be the responsibility of Hope Springs.

**NOW, THEREFORE**, it is agreed by and between Hope Springs, LLC, the Township of Berkeley and the Planning Board of the Township of Berkeley as follows:

1. Hope Springs shall be responsible for the construction of such affordable housing as will equal eighteen housing units as set forth in the Resolution of Approval for this Project. Hope Springs shall not be required to pay any affordable housing fees nor shall such fees be imposed on Hope Springs or sought to be collected from it by the Township of Berkeley. Hope Springs shall not contend in any further adversary proceeding provided the terms of this agreement are followed by both parties, that such fees are the only responsibility Hope Springs need comply with concerning affordable housing.

2. The Township of Berkeley will not require of Hope Springs to provide more than eighteen units of affordable housing as defined by COAH notwithstanding any



rule or regulation or other provision that would require the construction of more than eighteen affordable housing units. The Township shall be responsible for any units required by COAH as a result of this subdivision beyond the eighteen units to be provided by Hope Springs. Such responsibility in excess of eighteen units will in no way be charged to, paid for or constructed by Hope Springs.

3. The eighteen units may be built onsite or offsite as are agreed to by the parties. The units may use and be entitled to such credits and/or definitions as are allowed by COAH. For example, but not by way of limitation, if COAH rules and regulations allow rental units to be counted as two units then the construction of nine rental units by Hope Springs shall satisfy Hope Springs' requirement pursuant to this agreement. For example but not by way of limitation if the construction of a four-bedroom home for supportive and special needs housing would count as eight units pursuant to the COAH rules and regulations then the construction of two such four-bedroom homes for the developmentally disabled would satisfy sixteen units of Hope Springs' requirement pursuant to this agreement as Special Needs and Supportive housing pursuant to N.J.A.C. 5:97-3.6. ~~It is the intent of the parties that given the unique nature of this particular development by reason of its size and location that any bonus units that would be allowable for this particular development pursuant to all COAH rules and regulations existing now or adopted in the future, shall inure as a part of this settlement to the developer.~~

4. (a) Unless and until eighteen units are otherwise provided Hope Springs shall escrow eighteen individual building lots in the subdivision known as Hickory Estates in the following manner. It is acknowledged by the parties that the subdivision shall be

developed in three phases. Section 1 shall have 58 lots and generate seven affordable housing units; Section 2 shall have 64 lots and generate seven affordable housing units; Section 3 shall have 34 lots and generate four affordable housing units. Upon the filing of any section of the subdivision map the developer shall give to the Township fully executed deeds described by reference to a filed subdivision map by Block and Lot in recordable form for the number of lots equal to the affordable housing units requirement generated by that section showing the Township as the grantee. Said deeds shall not be recorded, but held in escrow by the Township. The specific location of the escrowed lots will be at the discretion of Hope Springs provided that they shall not be on contiguous lots and shall be done in accordance with the UHAC regulations of COAH such as they may apply. In the event that Hope Springs shall provide affordable housing units in a manner other than constructing them on the lots for which the deeds shall be held in escrow, then the township shall release from escrow as many lots equaling such other units as are constructed upon the issuance of certificates of occupancy for such other affordable housing units. In the event of the construction and provision of a number of affordable housing units less than eighteen then Hope Springs shall have the discretion to select which lots shall be released from escrow and the deeds to those shall be returned by the Township.

4. (b) The parties recognize the need to insure that the construction of eighteen affordable housing units will be completed prior to the completion of all market rate housing units in the subdivision. The parties further recognize that the affordable housing units may be constructed at a single time during the latter part of the construction of market rate housing. The parties therefore wish to use the part of the COAH

regulation for scheduling the proportion of affordable housing to be built in relation to the completion of market rate housing. Thus, Hope Springs shall not receive any certificate of occupancy for a market rate house beyond the completion of 75 percent of the approved number of market rate houses unless by such time 75 percent (i.e. 14 units) of affordable housing units is completely constructed. Further Hope Springs shall not receive any certificate of occupancy for a market rate house beyond the completion of 90 percent of the approved number of market rate houses unless by such time all affordable housing units are completely constructed. In the event that at the time ninety (90%) percent of the approved number of market rate houses is completed all affordable housing units have not been constructed then the deeds for any escrowed lot upon which an affordable housing unit has not been constructed and no such unit has been provided, then such deed shall be released to the Township and may be recorded. In order to further assure that affordable housing units are actually constructed, the affordable units generated by each section (Section 1 – 7 units; Section 2 – 7 units; Section 3 – 4 units) shall be provided prior to the completion of the market rate houses in that section.

5. The parties recognize that Hope Springs has at the time of this agreement not been granted final subdivision for the entire subdivision. The Township and the board agree that the execution of this agreement shall satisfy all provisions of the preliminary resolution regarding the construction of affordable housing units.

6. The rights and obligations of this agreement shall accrue to Hope Springs' successors, heirs, assignees or representatives and be binding upon the Township of Berkeley and its successors, assignees or representatives.

HOPE SPRINGS, LLC

By Marcel Gestetner M.H.  
MARCEL GESTETNER

BERKELEY TOWNSHIP PLANNING  
BOARD

By Anthony Hyde  
MAYOR, TOWNSHIP OF BERKELEY

By Jason J. Varano  
JASON J. VARANO

BERKELEY TOWNSHIP COUNCIL

By Beverly M. Carle

STATE OF NEW JERSEY, COUNTY OF OCEAN

SS.:

I CERTIFY that on September 11, 2008, Marcel Gestetner personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and  
(b) signed, sealed and delivered this document as his or her act and deed.

LEAH M. MEISEL  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 27, 2013

L.M. Meisel

STATE OF NEW JERSEY, COUNTY OF OCEAN

SS.:

I CERTIFY that on October 9, 2008, Anthony Mazzella, Peter J. Mustardo, Jason J. Varano personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and  
(b) signed, sealed and delivered this document as his or her act and deed.

BEVERLY M. CARLE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 7, 2012

Beverly M. Carle

# Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Berkeley Township County: Ocean

Sponsor: Preferred Housing I, Inc. Developer: \_\_\_\_\_

Block: 1837.10 Lot: 8 Street Address 12 Mallard Road

Facility Name: \_\_\_\_\_

## Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD)).
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS)).
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs)
- ☐ Congregate living arrangement
- ☒ Other - Please Specify: Supportive Housing for mentally ill

## Sources of funding committed to the project:

- ☐ Capital funding from State - Amount \$ \_\_\_\_\_
- ☐ Balanced Housing - Amount \$ \_\_\_\_\_
- ☐ HUD - Amount \$ \_\_\_\_\_
- ☐ Federal Home Loan Bank - Amount \$ \_\_\_\_\_
- ☐ Farmers Home Administration - Amount \$ \_\_\_\_\_
- ☐ Development fees - Amount \$ \_\_\_\_\_
- ☐ Bank financing - Amount \$ \_\_\_\_\_
- ☐ Other - Please specify: \_\_\_\_\_

☐ Please provide a pro forma for proposed projects

Total # of clients 2  
Total # of low-income clients 2  
Total # of moderate-income clients \_\_\_\_\_  
Total # of market-income clients \_\_\_\_\_

# of total bedrooms 2  
# of low-income bedrooms 2  
# of moderate-income bedrooms \_\_\_\_\_  
# of market-income bedrooms \_\_\_\_\_

Length of Controls: \_\_\_\_\_ years

Effective Date of Controls: 1/1

Expiration Date of Controls: 1/1

Average Length of Stay: \_\_\_\_\_ months (transitional facilities only)

☐ CO Date: 3/23/06

Indicate licensing agency:

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date: 1/1

Current License Date: 1/1

The following verification is attached:

- ☒ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? ☒ Yes ☐ No

Age-restricted? ☒ Yes ☐ No

Population Served (describe): adults w/  
mental illness

Accessible (in accordance with NJ Barrier Free Subcode)? ☒ Yes ☐ No

Affirmative Marketing Strategy (check all that apply):

- ☒ DDD/DMHS/DHSS waiting list
- ☐ Other (please specify): \_\_\_\_\_

## CERTIFICATIONS

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

Certified by: Julie M. Vanore  
Project Administrator

10/9/08  
Date

Certified by: \_\_\_\_\_  
Municipal Housing Liaison

\_\_\_\_\_  
Date

**RECORD AND RETURN TO:**

Lisa C. Kern, Paralegal  
Division of Regulatory Affairs  
New Jersey Housing and Mortgage Finance Agency  
P.O. Box 18550, 637 South Clinton Avenue  
Trenton, New Jersey 08650-2085

Section 811 Bridge Loan Program  
12 Mallard Road, Bayville, New Jersey  
DMHS # 2

**FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT**

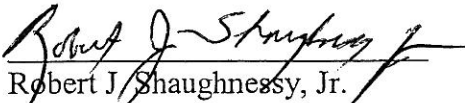
between

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

and

**PREFERRED BEHAVIORAL HEALTH OF NEW JERSEY, INC.**

Prepared by:

  
Robert J. Shaughnessy, Jr.  
Deputy Attorney General

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**THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT** (this "Agreement"), made and entered into as of this 29<sup>th</sup> day of September, 2003, by and between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency", "NJHMFA" or "Lender"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey (the "State") and the **PREFERRED BEHAVIORAL HEALTH OF NEW JERSEY, INC.** ("Owner" or "Borrower"), a nonprofit corporation organized and existing pursuant to the laws of the State of New Jersey and duly authorized to transact business in the State of New Jersey.

W I T N E S S E T H

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Agency and the Owner hereby agree as follows:

**Section 1. Definitions and Interpretation.** The following terms shall have the respective meanings set forth below:

"**Act**" means the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended from time to time, P.L. 1983, c. 530, N.J.S.A. 55:14K-1 et seq., and the regulations promulgated thereunder.

"**Assignment of Leases**" means the Assignment of Leases between the Owner and Agency given by the Owner to the Agency as additional security for the repayment of the First Mortgage Loan.

"**DMHS**" means the New Jersey Department of Human Services, Division of Mental Health Services or its successors and assigns.

"**Event of Default**" means any of the events set forth in Section 31 of this Agreement.

"**First Mortgage**" or "**Mortgage**" means the mortgage of even date herewith that constitutes a first lien on a fee simple interest in the Project and Land, given by the Owner to the Agency to secure a First Mortgage Loan.

"**First Mortgage Loan**" means the loan made to the Owner by the Agency to finance a portion of the acquisition costs of the Project that is or will be located on the real property described in Schedule A attached hereto, as evidenced by the First Mortgage Note and secured by the First Mortgage.

"**First Mortgage Note**" or "**Note**" means the interest bearing non-recourse promissory note that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the First Mortgage Loan.

**"HUD"** means the United States Department of Housing and Urban Development.

**"HUD Deed Restriction"** means the deed of easement and restrictive covenants executed or to be executed by Owner in favor of HUD and running with the Land that restricts the use and occupancy of the Project and Land under the Section 811 Program of HUD, and which will become effective upon termination of this Agreement.

**"Improvements"** means the building together with all fixtures and utility improvements, easements and rights of way that are owned by the Owner and located on the Land.

**"Land"** means the real property described in Schedule A attached hereto, on which the Project is located.

**"Loan"** means the First Mortgage Loan.

**"Loan Documents"** means and includes this Agreement, the First Mortgage Note, the First Mortgage, the UCC-1 Financing Agreement, the Security Agreement and the Assignment of Leases.

**"Low Income Tenants"** means tenants that have income of not more than 50% of the area median gross income for the applicable county and household size.

**"Permitted Encumbrances"** means the First Mortgage, together with any encumbrances permitted thereunder or hereunder.

**"Program"** means the New Jersey Community Housing Demonstration Program Section 811 Bridge Loan Program generally and, specifically, the DMHS/NJHMFA Section 811 Bridge Loan Program, as amended and may be amended from time to time.

**"Project"** means the Improvements located on the Land described in Schedule A attached hereto, the acquisition of which is financed, in part, with the proceeds of the Loan, together with the Land.

**"Regulations"** means the regulations promulgated or proposed by the United States Department of Housing and Urban Development.

**"Section 811 Funds"** means the proceeds of the HUD Section 811 Program for Capital Advance funds and Project Rental Assistance funds pursuant to the HUD Section 811 Fund Reservation Notification of Selection issued for this Project by HUD under the HUD Section 811 Program, as may be amended or continued from time to time.

**"Section 811 Program"** means the HUD Section 811 Supportive Housing Program For Persons with Disabilities, as same may be amended or continued from time to time, under which the Section 811 Funds are anticipated.

"**Security Agreement**" means that certain Security Agreement by and between the Owner and the Agency of even date herewith.

"**State**" means the State of New Jersey.

"**UCC-1**" means the UCC-1 Financing Agreement(s) of even date herewith.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice-versa, when appropriate. This Agreement and all the terms and provisions thereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

**Section 2. Background and Purpose.** The Owner owns or proposes to acquire and operate a Project to be located on the Land. The Project, to be known as 12 Mallard Road, located at 12 Mallard Road, Bayville, in the Township of Berkeley, Ocean County, New Jersey. The development plan for the Project involves the acquisition of a group home for two (2) persons with mental disabilities from the State's Division of Mental Health Services' Urgent Waiting List and/or the Governor's Inclusion Initiative Program. Specifically, the Project will be for persons with mental disabilities who are eighteen (18) years of age or older and who have been referred in writing by the appropriate State agency or by a State agency approved sponsor. In addition, the residents will be low-income with a gross annual income of 50% or less of the area median income for applicable county and household size. The Project shall consist of a single-family residential structure containing three (3) bedrooms and two (2) bathrooms with shared common space that includes a kitchen and living room for two (2) consumers of mental health services. The Borrower has obtained a commitment from the US Housing and Urban Development Section 811 Program for Capital Advance funds and Project Rental Assistance Funds (the "Section 811 Funds") for the acquisition and/or operation of the Project. The Lender is providing a bridge loan, secured by a First Mortgage, for acquisition of the Project and Land by Borrower in anticipation of the Borrower's receipt of the Section 811 Funds. Borrower will acquire and shall own, maintain, and operate the Project and the Land. To obtain financing for the acquisition of the Project, the Borrower has applied to the Lender for a First Mortgage Loan.

Upon the maturity date of the First Mortgage Note or upon receipt of the Section 811 Funds, whichever shall first occur, the Owner shall repay in full the First Mortgage Loan, in accordance with the terms of the First Mortgage Note.

In connection with the Mortgage, the Owner and the Agency have entered into this Agreement.

In connection with its application for the Loan, the Owner has furnished to the Agency various details as to the Project, including the description of Land on which it is to be situated, any plans and specifications for the rehabilitation of the Project, the tenant population that shall be housed in the Project, the number of units of each type to be included therein, the estimated costs of providing the Project, details as to the Project income and expenses of the Project once placed in operation and arrangements for any tax abatement for the Project.

**Section 3. Residential Rental Property.** The Owner hereby represents, covenants, warrants and agrees that:

(a) The proposed development plan for 12 Mallard Road, Bayville, New Jersey involves the acquisition and operation of an existing three-bedroom single family residential building. The Project will be utilized as a group home for two (2) persons with developmental disabilities who have been selected from the Division of Mental Health Services Urgent Waiting List and/or the Governors Inclusion Initiative Program who will be referred in writing by DMHS Regional Offices. The Project will also have an office space that will serve as a multi-purpose space for the provision of supportive services, including group and individual counseling and meetings of the Residential Council and other supportive services as arranged by the staff of Owner.

(b) All of the units in the Project are to be utilized at all times in accordance with the types of use as permitted by the Act and the Program and as may be approved by the Agency. All apartments shall be subject to use and occupancy and/or lease agreements between the Owner and the residents. The form of agreement shall be in a form acceptable to DMHS. Initial rents as well as future rental increases will be in an amount acceptable to DMHS and, if during the term of this Agreement, the Agency.

**Section 4. Low Income Tenants.** The Owner hereby represents, warrants and covenants that all of the apartments shall be occupied or available for occupancy by Low Income Tenants for a period of forty (40) years beyond the term of this Agreement or as shall be required by the HUD Deed Restriction.

**Section 5. Additional Representations, Covenants and Warranties of the Owner.** The Owner represents, warrants and covenants that:

(a) The Owner (i) is a nonprofit corporation, duly organized, validly existing and in good standing under the laws of the State and duly authorized to transact business in the State; (ii) has filed with the Agency a true and complete copy of its Certificate of Incorporation with all amendments, if any, thereto; (iii) has the power and authority to own or lease its properties and assets, including the Project and the Land, and to carry on its business as now being conducted (and

as now contemplated), and to borrow the proceeds of the Loans; and (iii) has the power to execute and perform all the undertakings of this Agreement and the other Loan Documents.

(b) All necessary legal action has been taken to authorize the execution, delivery and performance of the Loan Documents by the Owner.

(c) The Loan Documents have been duly executed and delivered by the Owner and constitute the valid and legally binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms.

(d) To the best of the Owner's knowledge after due and diligent inquiry, the execution and performance of this Agreement, the Loan Documents and other instruments required pursuant to this Agreement by the Owner, (i) will not violate or, as applicable, have not violated, any provision of law, rule or regulations, any order of any court or other agency or government or any provision of any document to which the Owner is a party, and (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement or other instrument to which the Owner is a party, or result in the creation or imposition of any lien, charge or encumbrance of any nature other than the Permitted Encumbrances.

(e) The Owner will, at the time of execution of this Agreement or at the time of the closing of the Loan and subject only to such exceptions as have been disclosed in writing to the Agency and which will not materially interfere with or impact the beneficial use of the Project and Land for purposes of the Project; have good and marketable title to fee simple interest in the premises constituting the Land and the Project free and clear of any lien or encumbrance (subject to Permitted Encumbrances and encumbrances created or contemplated pursuant to this Agreement).

(f) There is, after due and diligent inquiry, no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

(g) To the best of the Owner's knowledge after due and diligent inquiry, the operation of the Project in the manner presently contemplated and as described in this Agreement will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Owner has caused or will cause the Project to be designed and/or rehabilitated in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality.

Further, the Owner has received or shall obtain all necessary governmental approvals and building permits for construction, rehabilitation and/or operation of the Project and shall obtain in a timely manner any and all required extensions of governmental approvals, including, but not limited to, site plan approval.



(h) The Owner has filed, caused to be filed by it, or shall file all federal, state and local tax returns which are required to be filed by it, if any, and has paid or caused to be paid all taxes as shown on said return or on any assessment received by it, to the extent that such taxes have become due.

(i) To the best of the Owner's knowledge, after due and diligent inquiry, the Owner is not in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party that may materially affect this Project.

Further, the Owner agrees to proceed with due diligence to meet all of the requirements and conditions of HUD prerequisite to HUD's payment to Owner of the Section 811 Funds, so as to enable HUD to pay to Owner such Section 811 Funds at or prior to the maturity date of the First Mortgage Note.

(j) The information contained in the Project description provided in the applications for the Loan is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(k) Except for Leases contemplated by the Project and Section 16 of this Agreement, the Owner shall not during the term of this Agreement sell, transfer or exchange, the Project or the Land (or any part thereof or any interest therein) at any time except in accordance with the terms of the First Mortgage, this Agreement, the Act and the regulations promulgated pursuant to the Act, and unless such sale, transfer or exchange shall have been approved by the Agency. The Owner shall notify in writing and obtain the agreement in writing of any buyer or successor or other person acquiring the Project or Land or any interest therein, in a form acceptable to the Agency that such acquisition is subject to the requirements of this Agreement. This provision shall not act to waive any other restriction on such sale, transfer or exchange.

(l) The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof and the First Mortgage, and in any event, the requirements of this Agreement and the First Mortgage are paramount and controlling as to the rights and obligations herein and in the First Mortgage and such requirements shall supersede any other requirements in conflict herewith and therewith.

(m) All statements contained in all applications, correspondence or other materials delivered to the Agency by the Owner in connection with its consideration of the Loan to the Owner or relating to the Project are materially true and correct.

(n) The representations, covenants and warranties of the Owner contained in this Agreement on the date of its execution are true and shall continue to be true at all times during the term of this Agreement.

(o) No event has occurred and no condition exists which constitutes an Event of Default under this Agreement or the First Mortgage or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.

**Section 6. Covenants to Run With the Land.** The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and shall pass to and be binding upon the Owner's assigns and successors in title to the Land or the Project; provided, however, that upon the termination of this Agreement in accordance with the terms hereof said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Land or the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Land or Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

**Section 7. Term.** This Agreement shall remain in full force and effect until all indebtedness from the Owner to the Agency in respect to the Project shall have been paid in full and a HUD Deed Restriction, in form and with terms acceptable to the Agency, has been delivered to the Agency in accordance with the provisions of this Agreement and the other Loan Documents.

It is expressly understood and agreed by Owner that the agreement by Owner to the restrictions on the use of the Project and Land and the occupancy restrictions, as set forth in this Agreement, are material conditions of the Agency to the making of the First Mortgage Loan to the Owner. Accordingly and notwithstanding the repayment of the Principal Sum, the interest due and any other repayments that may be due to the Agency under the Loan Documents, the Owner hereby agrees that the Agency shall not be required to release and discharge the First Mortgage and terminate this Agreement until the Agency shall have first received, in recordable form, a fully executed HUD Deed Restriction under HUD's Section 811 Program in form and upon terms acceptable to the Agency for the continued restrictions on the use and occupancy of the Project and Land. Until such time, the Owner, for itself, its successors and assigns, hereby agrees that this Agreement shall remain in full force and effect.

**Section 8. Rehabilitation of Project.** During the term of this Agreement, the Owner agrees that it shall not undertake or commence any rehabilitation, construction or modification (individually and collectively, the "Rehabilitation") to the Project or Land without the prior, express review and written approval of the Agency, which review and approval shall include, without limitation, all plans, specifications and contracts for such Rehabilitation and provide for inspection by Agency staff of any and all such Rehabilitation work.



**Section 9. Insurance; Condemnation.** The Owner shall cause the buildings on the premises and the fixtures and articles of personal property covered by the Mortgage to be insured against loss by fire and against loss by such other hazards as may be required by the Agency for the benefit of the Agency, including, but not by way of limitation, flood insurance if any part of the Project is located in an area designated by or on behalf of the federal government as having specific flood hazard. Such insurance shall be written by such companies, in an amount not less than the full insurable value of the Project exclusive of excavations and foundations and in such forms as are satisfactory to the Agency. The Owner shall assign and deliver the policies to the Agency, and the Agency shall be loss payee under such policies. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) calendar days written notice to the Agency. If the Agency shall not receive evidence satisfactory to it of the existence of effective insurance coverage as required by the Agency, the Agency may (but shall not be required to) obtain such coverage and the Owner shall reimburse the Agency on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed the amount of such premiums shall be added to the principal amount of the First Mortgage and shall bear interest at the then current rate being paid by the Agency on its borrowing as determined in good faith by the Agency. Valid participation by the Owner in a blanket insurance program offered by or through the Agency or approved by the Agency shall be satisfactory evidence of the required insurance for each type or class of coverage.

In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, if, in the sole judgment of the Agency (which judgment shall be conclusive): (a) the Project can be replaced or restored in whole or in part, and (b) the Project as so replaced will produce sufficient income to meet the obligations of the Owner under the Loan Documents, the proceeds of insurance or condemnation, together with any other money available for such purpose, if sufficient, shall be made available to the Owner, subject to the approval of the Agency. To the extent the Project is not replaced or restored, the balance of such proceeds shall be applied to the indebtedness secured thereby. Nothing in this Section shall affect the lien of this Agreement and the obligation of the Owner under the Loan Documents to pay the entire balance of the Loan.

The Owner shall obtain and maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including workers' compensation insurance and other insurance required by law with respect to employees of the Owner, and liability insurance with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others and a blanket excess liability policy in an amount approved by the Agency, protecting the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. Owner shall also maintain use and occupancy insurance covering loss of revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount not less than one year's gross rental income. The Owner shall carry fidelity bond insurance covering all

employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one-half times the maximum monthly rent roll.

The Owner covenants and agrees to make all payments for insurance policy renewals in a timely manner and to provide the Agency with paid receipts evidencing such payments within fifteen (15) days of the due dates for each of such payments.

**Section 10. Taxes or Payments in Lieu of Taxes.** The Owner covenants and agrees to pay any valid municipal taxes or payments in lieu of taxes, charges, assessments, electric charges, water charges and/or sewer charges, and in default thereof the Agency may pay the same. Any such sum or sums so paid by the Agency shall be added to the principal sum secured by the First Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investment as determined in good faith by the Agency.

The Owner covenants and agrees to make all payments for municipal taxes or payments in lieu of taxes, charges, assessments, electric charges, water charges and/or sewer charges in a timely manner and to provide the Agency with paid receipts evidencing such payments within fifteen (15) days of the due dates for each of such payments.

**Section 11. Liens.** The Owner covenants and agrees to maintain its right, title and interest in the Project and Land and all items enumerated in Section 7 of the Mortgage free and clear of all liens and security interests, except Permitted Encumbrances, those exceptions identified and set forth in title insurance commitments and title insurance commitment number MS-136435 issued by First American Title Insurance Company through its agent, Mid-State Abstract Company dated July 3, 2003, and continued to the date of this Agreement. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project which is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any such lien, and the Owner shall promptly reimburse the Agency for any amounts so paid. Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the Principal Sum as defined in and secured by the Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency.

**Section 12. Encumbrances - Sale of Project.** The Owner covenants and agrees not to sell, lease or otherwise encumber the Project or the Land, or any part thereof, or the rents or revenues thereof without prior written consent of the Agency, except by leasing to eligible residential tenants as provided by the Mortgage and this Agreement.

**Section 13. Maintenance, Repair and Replacement.** The Owner covenants and agrees to maintain the Project and the housing units contained therein and the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations.

During the term of this Agreement, the Owner will not make any substantial alteration in the Project without the consent of the Agency, nor will the Owner permit the removal of any fixtures or articles of personal property except in connection with the replacement thereof with appropriate property of at least equal value and free of all liens or claims.

The Owner will not permit any waste with respect to the Project or any of its real or personal property without the consent of the Agency, or make any alteration which will increase the hazard of fire or other casualty.

**Section 14. Advance Amortization Payments.** The Note is pre-payable at any time without a prepayment penalty.

**Section 15. Compliance with the Act, Agency's Regulations and Program.** The Owner covenants and agrees to comply with the Act and any regulations promulgated pursuant thereto, and with any amendments or supplements to the Act or regulations, and the Program.

**Section 16. Use of Project - Leasing.** Except as otherwise expressly provided in Section 3 and 4 of this Agreement or as otherwise agreed to in writing by the Agency, and except for facilities approved by the Agency as normally appurtenant to residential projects for non-transients (such as laundry facilities), the Project shall be used solely (or as otherwise may be approved by the Agency) to provide handicapped accessible, affordable housing units under the Program.

DMHS rent increases for any dwelling unit shall be made pursuant to procedures prescribed by the Agency's rent increase regulations if rent is charged.

**Section 17. Consideration for Lease.** The Owner covenants and agrees not to require as a condition of the occupancy or leasing of any dwelling unit in the Project and not to accept or allow any employee or agent to accept any consideration other than the prepayment of the first month's rent, plus a security deposit not in excess of one (1) month's rent to guarantee the performance of the covenants of the rent agreement or lease.

**Section 18. Security Deposit** The Owner covenants and agrees to deposit all moneys paid to the Owner by any resident, if any, as a security deposit for the payment of rent or other allowable charges under any use and occupancy agreement and/or lease in a separate interest-bearing bank account held and maintained in accordance with applicable law.

**Section 19. Account for Project Revenues.** The Owner covenants and agrees to establish an account for Project Revenues. "Project Revenues" shall mean all rents and other revenues of any type whatsoever received in respect of the Project or the Owner, except for Loan disbursements. Project Revenues shall be deposited in such account. If the Agency so elects, this account shall be under the joint control of the Agency and the Owner, with all withdrawals requiring a countersignature by one of the authorized representatives of the Agency.

**Section 20. Inspection of Premises.** The Owner covenants and agrees to permit the Agency, its agents or representatives, to inspect the Project at any and all reasonable times with or without notice, pursuant to the provisions of the Act.

**Section 21. Books and Records.** The Owner covenants and agrees to maintain adequate books and records of its transactions with respect to the Project. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with notice, pursuant to the provisions of the Act. The Owner further covenants and agrees to cause the financial affairs with respect to the Project to be audited by independent certified public accountants and shall furnish the Agency with its audit report of such accountants as may from time to time be required by the Agency.

The Owner shall furnish to the Agency such other information and reports respecting the Project as may from time to time be required by the Agency.

**Section 22. Management Contract.** The Owner may, and if the Agency so elects, shall contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be the subject of a consultation between the Agency and the Owner and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

**Section 23. Prohibited Actions.** Except with the express approval of the Agency, which approval shall not be unreasonably withheld, the Owner shall not with Project Revenues (as defined in Section 19 hereof), Loan disbursements or grant advances:

1. incur any liabilities, except in connection with the acquisition, rehabilitation and/or rental of the Project and its operation and maintenance;
2. engage in any business activity except the ownership and operation of the Project;
3. enter into contracts for managers, attorneys, accountants or other services without the prior written approval of the Agency;
4. pay more than fair market value thereof for goods or services; and
5. pay compensation to any officer, director or partner in such capacity or make any cash distribution to any of the foregoing.

**Section 24. Transfers of Ownership Interests.** The Owner shall not transfer or sell any interest in the Project, except in accordance with the Agency's regulations governing such transfers.

**Section 25. Statutory Powers and Restrictions.** The Mortgage shall be subject to the restrictions in the Act, and in connection therewith, the Agency shall have the powers set forth in the Act and the regulations now or hereafter promulgated pursuant to the Act, and the Owner hereby consents to such restrictions and agrees to be bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Agency expressly set forth in this Agreement.

**Section 26. Accounting in Event of Default; Estoppel.** Upon the occurrence of an Event of Default and within ten (10) business days of demand therefor by the Agency, and otherwise within ten (10) business days of written demand by the Agency, the Owner will furnish to the Agency in writing a statement of the principal amount remaining due on the Loan, together with a statement of any known defenses which may exist as to any liability of the Owner on the Notes or otherwise thereunder.

**Section 27. Financing Statements.** The Owner hereby irrevocably authorizes the Agency to execute on its behalf one or more financing statements or renewals thereof in respect to any of the security interests granted by the Mortgage.

**Section 28. Assignment by Agency.** The Owner hereby consents to any assignment of any Loan Document by the Agency.

**Section 29. Defaults.** Each of the following shall be an Event of Default:

(a) failure by the Owner to pay more than thirty (30) calendar days after the due date the entire unpaid principal balance, all accrued interest on the Loan, or any other payment required by the Owner to the Agency or any other person pursuant to the terms of the this Agreement, the First Mortgage or the other Loan Documents; provided, however, that interest shall accrue on any payment made beyond its due date;

(b) commission by the Owner of any act prohibited by the terms of this Agreement, the First Mortgage or any other Loan Document, failure by the Owner to perform or observe in a timely fashion any action or covenant required by any of the terms of this Agreement, the First Mortgage or any other Loan Document, or failure by the Owner to produce satisfactory evidence of compliance therewith;

(c) the filing by the Owner under any federal or state bankruptcy or insolvency law or other similar law of any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;

(d) the filing against the Owner of a petition seeking its adjudication as a bankrupt or the appointment of a receiver for the benefit of its creditors which shall not have been dismissed within sixty (60) calendar days of the filing thereof, or the adjudication of the Owner as a bankrupt or the appointment of a receiver for the benefit of its creditors; or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of the Owner or of any of its property or the taking of possession of the Owner or any of its property for the benefit of its creditors and such order



remains in effect or such possession continues for more than sixty (60) calendar days;

(e) the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 9;

(f) any representation in conjunction with the Loan and the Project by or on behalf of the Owner that is knowingly false or misleading in any respect or warranty of the Owner that is breached;

(g) any material breach by the Owner of its obligations or any failure to observe its covenants under this Agreement, the First Mortgage and the other Loan Documents;

(h) failure to complete the Project or Rehabilitation if such Rehabilitation is commenced during the term of this Agreement;

(i) failure or refusal to acquire, rehabilitate, operate and/or maintain the Project in accordance with the Program;

(j) any breach under or failure to comply with the requirements, conditions or obligations of Owner under the Section 811 Program or in connection with the Section 811 Funds, or any action or inaction resulting in the loss or inability of Owner to obtain such Section 811 Funds in a timely manner; or

(k) any breach under or failure to comply with the requirements of the Program.

The events set forth in the subsections (b) and (k) of this Section shall not constitute Events of Default until the prohibited acts, failure to perform or observe, or breaches shall remain uncured for a period of thirty (30) calendar days after the Agency's written notice to the Owner, specifying such prohibited act, failure or breach and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration.

The failure of the Owner to comply with any of the provisions of Section 23 or 29 of this Agreement, except Owner's obligation in Section 29(a) to repay the principal sum and accrued interest, shall not be deemed an Event of Default hereunder unless such failure has not been corrected within a period of sixty (60) calendar days, the Owner has actual or constructive knowledge of such failure or after the Agency's written notice to the owner, whichever is earlier.

**Section 30. Remedies.** Upon the occurrence of any Event of Default, the Agency may at its option take any one or more of the following actions or remedies and no failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

(a) declare the entire principal sum, including all accrued interest, of the First Mortgage together with all other liabilities of the Owner under the First Note to be immediately due and

payable;

(b) apply the balance in the accounts for Project disbursements and revenues, or any combination of these monies, to the payment of the Owner's liabilities hereunder;

(c) foreclose the lien of the Mortgage on the Project and Land or a portion thereof, including without limitation all Improvements existing or hereafter placed in or on the Project and Land. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right and without notice, with power to collect the rents, uses and profits of said Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by the Mortgage without regard to the value of the Project or the solvency of any person or persons liable for payment of the mortgaged indebtedness. The Owner for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits, are made express conditions upon which the Loan hereby secured are made. Upon such foreclosure the Agency shall have the right to have a receiver appointed for the Project and the rent from the Project;

(d) pursuant to its rights under the Act, remove the Project Manager(s) after consultation with the Owner, or, if the Agency, after consultation with the Owner, decides, it is in the best interest of the Project and Clients, hereinafter defined, the Owner shall deed the Project and Land to the Agency;

(e) take possession of the Project and Land or a portion thereof;

(f) without judicial process, collect all rents and other revenue including federal and State subsidies as the agent of the Owner (which upon the occurrence of any Event of Default the Agency is deemed to have been irrevocably appointed by the Owner), and apply the same at the Agency's option either to the operation and maintenance of the Project or to the liabilities of the Owner under the Mortgage;

(g) act as landlord of the Project and rent or lease the same on any terms approved by it, or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;

(h) take possession of equipment, appliances or other tangible personal property in which a security interest has been granted by this Agreement or the Mortgage and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from the Project and Land or in conjunction with a sale of the Project and Land, and the Owner agrees that either method of disposition shall be commercially reasonable;

(i) subject to Section 38 hereof, sue the Owner for a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the First Mortgage or the other Loan Documents. The Owner agrees with the Agency that the Agency's remedy at law for the violation or nonperformance of the Owner's obligations under the First Mortgage or this Agreement or the other Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units;

(j) notwithstanding the above enumeration of remedies, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law subject to the provisions of Section 38 of this Agreement;

(k) if the Owner commits a breach or threatens to commit a breach of any of the provisions of the First Mortgage or other Loan Documents, the Agency shall have the right, without posting bond or other security, to seek injunctive relief or specific performance, it being acknowledged and agreed that any such breach, or threatened breach, will cause irreparable injury to the Agency and that money damages will not provide an adequate remedy; and/or

(l) to undertake reasonable maintenance and make reasonable repairs to the Project and to add the cost thereof to the principal balance of the First Mortgage.

**Section 31. Expenses Due to Default.** All expenses (including reasonable attorneys' fees and costs and allowances) incurred in connection with an action to foreclose the First Mortgage or in exercising any other remedy provided by the First Mortgage or this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner, together with interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency. Any such sum or sums and the interest thereon shall be a further lien on the Project, Land and Improvements, and shall be secured by this Agreement and the First Mortgage.

**Section 32. Burden and Benefit.** The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Owner's legal interest in the Land and the Project is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Land and part of the Project as housing for persons with mental disabilities.

**Section 33. Uniformity; Common Plan.** The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land.

**Section 34. Remedies; Enforceability.** The provisions hereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to



obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time or times.

**Section 35. Amendments; Notices; Waivers.** This Agreement and the Mortgage may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

No waiver by the Agency in any particular instance of any Event of Default or required performance by the Owner and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Agreement, the First Mortgage, or under the other Loan Documents at any time shall preclude enforcement of any of the terms of this Agreement, the First Mortgage, the First Mortgage Note, or the other Loan Documents thereafter.

Any provisions of this Agreement, the First Mortgage or other Loan Documents requiring the consent or approval of the Agency for the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

Notice provided for under this Agreement shall be given in writing signed by a duly authorized officer and any notice required to be given hereunder shall be given by recognized private carrier with acknowledgment of delivery or by confirmed facsimile, with a hard copy sent by certified mail, return receipt requested, or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto.

**Agency:**        **Executive Director**  
                     **New Jersey Housing and Mortgage Finance Agency**  
                     **PO Box 18550, 637 South Clinton Avenue**  
                     **Trenton, NJ 08650-2085**

**Owner:**         **Executive Director**  
                     **Preferred Behavioral Health of New Jersey, Inc.**  
                     **1500 Route 88**  
                     **West Brick, New Jersey 08724**

All notices shall be deemed given when received.

**Section 36. Severability.** The invalidity of any part or provision hereof shall not affect the validity, legality and enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

**Section 37. Successors and Assigns.** This Agreement and all rights, duties, obligations and

interests arising hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

**Section 38. Non-Recourse Loan.** Notwithstanding any other provision contained in this Agreement, the other Loan Documents or any other document or instrument executed by the owner in connection herewith or therewith, the Agency agrees, on behalf of itself and any future holder of the Note, that the liability of the Owner and its respective heirs, representatives, successors and assigns, for the payment of its obligations hereunder and under the other Loan Documents, including, without limitation, the payment of principal, interest and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the mortgage and the other Loan Documents, and that the Agency shall have no right to seek a personal judgment against the Owner, its respective heirs, representatives, successors and assigns, individually, except to the extent necessary to subject the collateral (including the Project and Land) pledged under the Mortgage and the other Loan Documents to the satisfaction of the Mortgage debt, and provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under the Mortgage, this Agreement and the other Loan Documents, including without limitation the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or other unlawful acts or omissions with regard to the Project or the Land.

**Section 39. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

**Section 40. Disclaimer of Warranties, Liability; Indemnification/Defense.**

(a). The Owner acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied, as to the value, condition, or fitness for particular purposes of the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency or its agent or employees be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or any of the other Loan Documents or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in this Agreement or the other Loan Documents; and (iii) during the term of this Agreement and the other Loan Documents and to the fullest extent permitted by law, the Owner shall indemnify, defend and hold the Agency harmless against, damage, claims, judgments or expenses of any and all kinds or nature and however arising, imposed by law, which the Owner and the Agency including reasonable attorneys' fees and costs, may sustain, be subject to, or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contract entered into by the Owner, or arising out of the Owner's ownership of the Project or out of the construction, rehabilitation, operation or management of the Project.

(b) It is mutually agreed by the Owner and the Agency that the Agency and its directors,

officers, agents, servants and employees shall not be liable for any action performed under this Agreement, and that the Owner shall hold them harmless from any claim or suit of whatever nature.

(c) Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. While this statute is not applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to any claims arising under the Loan Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

**Section 41. Recording.** This Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located within ten (10) days following its execution.

**Section 42. Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey. The parties agree that any cause of action that may arise under this Agreement or the Loan Documents shall have jurisdiction and venue only in the Courts of the State of New Jersey in and for the County of Mercer.

**Section 43. Further Requirements as to Owner.** The Owner covenants, represents, and warrants that occupancy of the Project shall be set aside to house two (2) persons with disabilities out of the Division of Mental Health Services Urgent Waiting List or the Governor's Initiative Program who will be referred by DMHS and who are Low Income Tenants.

Failure by the Owner to comply with the above shall constitute an Event of Default, notwithstanding any cure provision contained in this Agreement.

**Section 44. Equal Opportunity and Non-Discrimination.** The Owner covenants and agrees that it will comply with the Agency guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the operation and maintenance of the Project throughout the term of this Agreement.

**Section 45. Owners's Default Under Financing Documents.**

(a) Upon the occurrence of an Event of Default set forth in this Agreement or in the event of a material violation by the Owner of the material terms of any agreement between the Agency and the Owner, or in the event of a material violation of the rules and regulations of the Agency or in the event that the Agency shall reasonably and in good faith determine that the Loan is in jeopardy of not being repaid, the Agency shall have the right to manage the affairs of the Owner as such affairs relate to the Project or to name a designee to manage the same.

(b) The delegation of authority to the Agency shall terminate upon the curing, to the satisfaction of the Agency, of the event giving rise to the delegation.

(c) In the absence of fraud or bad faith, the Agency or its designees, agents, officers, or employees shall not be personally responsible for the debts, obligations or liabilities of the Owner.

(d) The admission and delegation to the Agency or its designee shall last only for a period coexistent with the duration of the event giving rise to the action hereunder or until the Agency determines in its sole discretion that such an event or one of similar nature will not reoccur.

(e) The Agency or its designee shall serve without compensation, but shall be entitled to be reimbursed for all necessary expenses incurred in discharge of its duties as determined by the Agency.


(f) The primary function of the Agency or its designee is to protect the interest of the Agency's Loan and the tenants of the Project and, in the absence of fraud or bad faith, the Agency or its designee shall not be liable for damages to the Owner or any stockholder thereof.

(g) This Agreement and the admission of and delegation to the Agency shall not be construed as to cause a merger between any of the Loan Documents and the title to the Project.

(h) The rights and remedies granted to the Agency under this Agreement are not intended to limit in any way its rights and powers under Section 7 (b)(6) of the Act.


**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS/ATTEST

  
Denise Kuneyl, Assistant Secretary

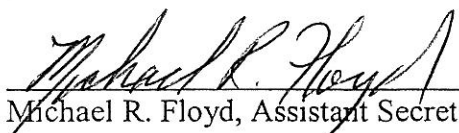
**OWNER/BORROWER:**

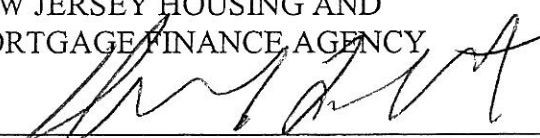
PREFERRED BEHAVIORAL HEALTH OF  
NEW JERSEY, INC.

By:   
Michael Blatt, Executive Vice President  
and Chief Operating Officer

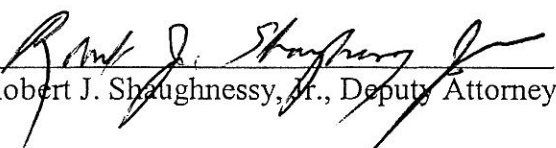
**LENDER:**

NEW JERSEY HOUSING AND  
MORTGAGE FINANCE AGENCY

  
Michael R. Floyd, Assistant Secretary

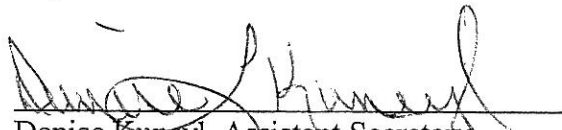
By:   
Richard L. Evert  
Chief of Regulatory Affairs

This Agreement is approved as to form:  
ATTORNEY GENERAL OF NEW JERSEY

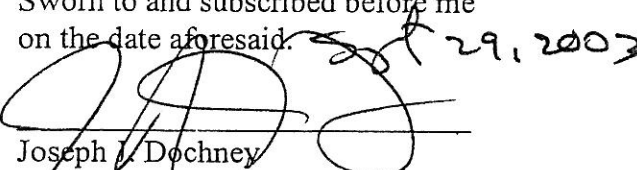
By:   
Robert J. Shaughnessy, Jr., Deputy Attorney General

STATE OF NEW JERSEY, COUNTY OF MERCER : SS:)

**BE IT REMEMBERED**, that on this 29<sup>th</sup> day of September, 2003, before me, the subscriber, an Attorney at law of New Jersey, personally appeared, Denise Kuneyl, who, being by me duly sworn on his oath, acknowledges and makes proof to my satisfaction that she is the Assistant Secretary of **PREFERRED BEHAVIORAL HEALTH OF NEW JERSEY, INC.**, the Corporation named in the within Instrument; that Michael Blatt is the Executive Vice President and Chief Operating Officer of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the members of the said corporation, and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said members of the corporation as and for the voluntary act and deed of said corporation, in the presence of deponent, who there upon subscribed her name thereto as attesting witness.

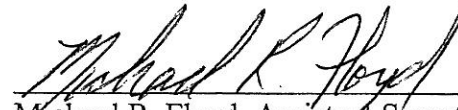
  
Denise Kuneyl, Assistant Secretary

Sworn to and subscribed before me  
on the date aforesaid.


  
Joseph L. Dochney  
Attorney at law of New Jersey

**STATE OF NEW JERSEY, COUNTY OF MERCER SS:)**

**BE IT REMEMBERED**, that on this 29<sup>th</sup> day of September, 2003, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Michael R. Floyd, who, being by me duly sworn on his oath, acknowledges and makes proof to my satisfaction that he is an **Assistant Secretary** of the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency"), named as the Lender in the within Instrument, that Richard L. Evert is the Chief of Regulatory Affairs of said Agency, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the members of the said Agency, that deponent well knows the corporate seal of said Agency, and that the seal and said Instrument signed and delivered by said Executive Director as and for the voluntary act and deed of said Agency, in the presence of deponent, who there upon subscribed his name thereto as attesting witness.

  
Michael R. Floyd, Assistant Secretary

SWORN TO AND SUBSCRIBED  
before me, this 29<sup>th</sup> day of  
September, 2003

  
Lisa C. Kern

Notary Public of New Jersey  
My Commission Expires: August 6, 2007

REVISED SCHEDULE A  
DESCRIPTION OF LAND

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWNSHIP OF BERKELEY, COUNTY OF OCEAN AND STATE OF NEW JERSEY:

BEING KNOWN AND DESIGNATED AS LOT 8 IN BLOCK 10 AS SHOWN AND SET FORTH ON A CERTAIN MAP ENTITLED "MAP OF SECTION A, SYLVAN LAKE HOMES", FILED IN THE OCEAN COUNTY CLERK'S OFFICE ON JUNE 5, 1959 AS MAP NO. E-293.

THE ABOVE PREMISES ARE MORE CURRENTLY DESCRIBED IN ACCORDANCE WITH A SURVEY MADE BY THOMAS J. ERTLE & ASSOCIATES, P.L.S., DATED SEPTEMBER 12, 2003, AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY INTERSECTION OF MALLARD ROAD AND TERN COURT AND RUNNING;

1. ALONG THE EASTERLY LINE OF TERN COURT NORTH 18 DEGREES 16 MINUTES 15 SECONDS WEST 126.10 FEET TO A POINT;
2. IN AN EASTERLY DIRECTION ON A CURVE HAVING A RADIUS OF 455 FEET A DISTANCE OF 128.64 FEET TO A POINT;
3. SOUTH 04 DEGREES 14 MINUTES 10 SECONDS WEST 125 FEET TO A POINT IN THE NORTHERLY LINE OF MALLARD ROAD;
4. ALONG THE NORTHERLY LINE OF MALLARD ROAD ON A CURVE HAVING A RADIUS OF 330 FEET AND A DISTANCE OF 79.44 FEET TO THE POINT AND PLACE OF BEGINNING.

ALSO KNOWN AS LOT 8 IN BLOCK 1837.10 ON THE TOWNSHIP OF BERKELEY TAX MAP.

SZ



# **Council on Affordable Housing (COAH) Alternative Living Arrangement Survey**

Municipality: Berkeley Twp. County: Ocean  
 Sponsor: Ocean Mental Health Svcs. Developer: \_\_\_\_\_  
 Block: 896 Lot: 470 Street Address: 119 Harbor Ct  
 Facility Name: Anchor House

## Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☒ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS)
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs)
- ☐ Congregate living arrangement
- ☐ Other - Please Specify: \_\_\_\_\_

## Sources of funding committed to the project:

- ☐ Capital funding from State - Amount \$ \_\_\_\_\_
- ☐ Balanced Housing - Amount \$ \_\_\_\_\_
- ☐ HUD - Amount \$ \_\_\_\_\_
- ☐ Federal Home Loan Bank - Amount \$ \_\_\_\_\_
- ☐ Farmers Home Administration - Amount \$ \_\_\_\_\_
- ☐ Development fees - Amount \$ \_\_\_\_\_
- ☒ Bank financing - Amount \$ 152,816.85
- ☐ Other - Please specify: \_\_\_\_\_

☐ Please provide a pro forma for proposed projects

Total # of clients 10

Total # of low-income clients 10

Total # of moderate-income clients \_\_\_\_\_

Total # of market-income clients \_\_\_\_\_

# of total bedrooms 9

# of low-income bedrooms 9

# of moderate-income bedrooms \_\_\_\_\_

# of market-income bedrooms \_\_\_\_\_

Length of Controls: indefinite - annual relicense years

Effective Date of Controls:      /      /     

Expiration Date of Controls: none

Average Length of Stay: 24 months (transitional facilities only)

☐ CO Date:      /      /     

Indicate licensing agency:

☐ DDD ☒ DMHS ☐ DHSS ☐ DCA

Initial License Date:      /      /     

Current License Date: 1/25/08



The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? ☒ Yes \_\_\_ No

Age-restricted? ☒ Yes \_\_\_ No

*Adults 18 years + older*

Population Served (describe):

*Seriously Mentally Ill*

Accessible (in accordance with NJ Barrier Free Subcode)? \_\_\_ Yes ☒ No

Affirmative Marketing Strategy (check all that apply):

☒ DDD/DMHS/DHSS waiting list

☒ Other (please specify): *Community Waiting List*

### CERTIFICATIONS

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

Certified by:

*Terry Greene LSW Residential Director*  
Project Administrator

Date

*9/30/08*

Certified by:

Municipal Housing Liaison

Date

# Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Berkeley Twp County: Ocean  
 Sponsor: Ocean Mental Health Developer: \_\_\_\_\_  
 Block: 847 Lot: 11 Street Address: 32 Pine Tree Rd -  
 Facility Name: Spiron's House

## Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☒ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs)
- ☐ Congregate living arrangement
- ☐ Other - Please Specify: \_\_\_\_\_

## Sources of funding committed to the project :

- ☐ Capital funding from State - Amount \$ \_\_\_\_\_
- ☐ Balanced Housing - Amount \$ \_\_\_\_\_
- ☐ HUD - Amount \$ \_\_\_\_\_
- ☐ Federal Home Loan Bank - Amount \$ \_\_\_\_\_
- ☐ Farmers Home Administration - Amount \$ \_\_\_\_\_
- ☐ Development fees - Amount \$ \_\_\_\_\_
- ☒ Bank financing - Amount \$ 101,877.90
- ☐ Other - Please specify: \_\_\_\_\_

☐ Please provide a pro forma for proposed projects

Total # of clients 4  
 Total # of low-income clients 4  
 Total # of moderate-income clients \_\_\_\_\_  
 Total # of market-income clients \_\_\_\_\_

# of total bedrooms 4  
 # of low-income bedrooms 4  
 # of moderate-income bedrooms \_\_\_\_\_  
 # of market-income bedrooms \_\_\_\_\_

Length of Controls: indefinite years annual licensure

☐ CO Date: 1/1/10

Effective Date of Controls: 1/1/10

Indicate licensing agency:

Expiration Date of Controls: 1/1/10

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA

Average Length of Stay: 24 months (transitional facilities only)

Initial License Date: 1/1/10

Current License Date: 1/25/08

The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? ☒ Yes \_\_\_ No

Age-restricted? ☒ Yes \_\_\_ No

*18+ older*

Population Served (describe):

*Seriously Mentally Ill*

Accessible (in accordance with NJ Barrier Free Subcode)? \_\_\_ Yes ☒ No

Affirmative Marketing Strategy (check all that apply):

☒ DDD/DMHS/DHSS waiting list

☒ Other (please specify): *Community*

*Wait List*

#### CERTIFICATIONS

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

Certified by:

*Kelly Greene LCSW Residential Director*  
Project Administrator

Date

*9/30/08*

Certified by:

Municipal Housing Liaison

Date

# **Council on Affordable Housing (COAH) Alternative Living Arrangement Survey**

Municipality: Berkeley Twp. County: Ocean  
 Sponsor: Ocean Mental Health Svcs. Developer: \_\_\_\_\_  
 Block: 882 Lot: 2.01 Street Address: 28 JFK Blvd.  
 Facility Name: Beacon House

## Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☒ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs)
- ☐ Congregate living arrangement
- ☐ Other - Please Specify: \_\_\_\_\_

## Sources of funding committed to the project:

- ☒ Capital funding from State - Amount \$ 287,000
- ☐ Balanced Housing - Amount \$ \_\_\_\_\_
- ☐ HUD - Amount \$ \_\_\_\_\_
- ☐ Federal Home Loan Bank - Amount \$ \_\_\_\_\_
- ☐ Farmers Home Administration - Amount \$ \_\_\_\_\_
- ☐ Development fees - Amount \$ \_\_\_\_\_
- ☐ Bank financing - Amount \$ \_\_\_\_\_
- ☐ Other - Please specify: \_\_\_\_\_

☐ Please provide a pro forma for proposed projects

Total # of clients 5  
 Total # of low-income clients 5  
 Total # of moderate-income clients \_\_\_\_\_  
 Total # of market-income clients \_\_\_\_\_

# of total bedrooms 3  
 # of low-income bedrooms 3  
 # of moderate-income bedrooms \_\_\_\_\_  
 # of market-income bedrooms \_\_\_\_\_

Indefinite - annual licensure  
 Length of Controls: \_\_\_\_\_ years

☐ CO Date: \_\_/\_\_/\_\_

Effective Date of Controls: \_\_/\_\_/\_\_

Indicate licensing agency:

Expiration Date of Controls: \_\_/\_\_/\_\_

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA

Average Length of Stay: 24 months (transitional facilities only)

Initial License Date: \_\_/\_\_/\_\_

Current License Date: 1/25/08

The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? ☒ Yes ☐ No

Age-restricted? ☒ Yes ☐ No

18 & older

State  
Hospital  
Discharges

Population Served (describe):

Accessible (in accordance with NJ Barrier Free Subcode)? ☐ Yes ☒ No

Affirmative Marketing Strategy (check all that apply):

☒ DDD/DMHS/DHSS waiting list

State Hospital Discharges

☐ Other (please specify):

## CERTIFICATIONS

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

Certified by:

Kathy Greene MSW Residential Director  
Project Administrator

Date

9/30/08

Certified by:

Municipal Housing Liaison

Date

# Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Berkley Twp County: Ocean  
 Sponsor: \_\_\_\_\_ Developer: Ocean Mental Health  
 Block: 842 Lot: 6 Street Address: 22 Park Ave HUD 811  
 Facility Name: Park Ave

## Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS)
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs)
- ☒ Congregate living arrangement
- ☐ Other -- Please Specify: \_\_\_\_\_

## Sources of funding committed to the project:

- ☐ Capital funding from State - Amount \$ \_\_\_\_\_
- ☐ Balanced Housing - Amount \$ \_\_\_\_\_
- ☒ HUD - Amount \$ 240,000 + subsidy
- ☐ Federal Home Loan Bank - Amount \$ \_\_\_\_\_
- ☐ Farmers Home Administration - Amount \$ \_\_\_\_\_
- ☐ Development fees - Amount \$ \_\_\_\_\_
- ☐ Bank financing - Amount \$ \_\_\_\_\_
- ☐ Other - Please specify: \_\_\_\_\_

☐ Please provide a pro forma for proposed projects

Total # of clients 2  
 Total # of low-income clients 2  
 Total # of moderate-income clients \_\_\_\_\_  
 Total # of market-income clients \_\_\_\_\_

# of total bedrooms 2  
 # of low-income bedrooms 2  
 # of moderate-income bedrooms \_\_\_\_\_  
 # of market-income bedrooms \_\_\_\_\_

Length of Controls: 40 years  
 Effective Date of Controls: 7/1/07  
 Expiration Date of Controls: 2047  
 Average Length of Stay: \_\_\_\_\_ months (transitional facilities only)

☒ CO Date: 8/29/06

Indicate licensing agency:

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date:   /  /  

Current License Date:   /  /

The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? \_\_\_ Yes \_\_\_ No

Age-restricted? \_\_\_ Yes \_\_\_ No

Population Served (describe): \_\_\_\_\_

Accessible (in accordance with NJ Barrier Free Subcode)? \_\_\_ Yes \_\_\_ No

Affirmative Marketing Strategy (check all that apply):

☐ DDD/DMHS/DHSS waiting list

☐ Other (please specify): \_\_\_\_\_

## CERTIFICATIONS

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

Certified by: \_\_\_\_\_

*Kathy Greene LCSW*  
Project Administrator

*Durham*  
Resident  
9/30/08  
(Date)

Certified by: \_\_\_\_\_

Municipal Housing Liaison

\_\_\_\_\_  
Date

BERKELEY TOWNSHIP  
Pinewald-Keswick Road  
P.O. Box B  
Bayville, NJ 08721  
732-244-7400

*File*  
*8/29*  
*10-11*

CERTIFICATE OF COMPLIANCE FOR RESALE  
Number 9184

Fee Received	45.00
Check No	45.00 Cash
Receipt No	3632
Received By	PO

Date Submitted: 08/22/2006.  
Owner of Record: Ocean Mental Health  
Property Address: 22 Park Avenue, Bayville  
Block: 842 Lot: 6  
Realtor Agent: Thomas McCann

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

Date Issued:

*8/29/06*

*PASSED*  
*[Signature]*

*Kenneth Anderson*

Kenneth Anderson  
Code Enforcement Officer



TOWN HALL  
Pinewald-Keswick Road  
P.O. Box B  
Bayville, NJ 08721

BUREAU OF FIRE PREVENTIC  
Jack Wiegartner, Fire Official  
Phone (732) 244-7400  
FAX (732) 244-7325

BERKELEY TOWNSHIP  
CERTIFICATE OF SMOKE DETECTOR COMPLIANCE  
Number 4550

This is to certify that

22 Park Avenue, Bayville

Has been inspected by the Township of Berkeley  
and is in compliance with the  
State of New Jersey Smoke Detector and Carbon Monoxide  
Regulations.

INSPECTOR

*J. L. Battista*  
\_\_\_\_\_  
DATE *8/29/06*  
\_\_\_\_\_

DATE

JACK WIEGARTNER

*Jack Wiegartner*  
\_\_\_\_\_  
Fire Official

Check No  
Receipt No

Cash  
5055

Fee Received 20.00  
Date Fee Received 8/22/2006

# Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Berkeley Twp. County: Ocean  
 Sponsor: Ocean Housing Development Developer: Ocean Mental Health Svcs.  
 Block: 1062 Lot: 19 Street Address: 222 Pt Pleasant Ave  
 Facility Name: HUD 811 Project

## Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs)
- ☒ Congregate living arrangement HUD 811 Project
- ☐ Other - Please Specify: \_\_\_\_\_

## Sources of funding committed to the project:

- ☐ Capital funding from State - Amount \$ \_\_\_\_\_
- ☐ Balanced Housing - Amount \$ \_\_\_\_\_
- ☒ HUD - Amount \$ 240,000 + Subsidy
- ☐ Federal Home Loan Bank - Amount \$ \_\_\_\_\_
- ☐ Farmers Home Administration - Amount \$ \_\_\_\_\_
- ☐ Development fees - Amount \$ \_\_\_\_\_
- ☐ Bank financing - Amount \$ \_\_\_\_\_
- ☐ Other - Please specify: \_\_\_\_\_

☐ Please provide a pro forma for proposed projects

Total # of clients 2

Total # of low-income clients 2

Total # of moderate-income clients \_\_\_\_\_

Total # of market-income clients \_\_\_\_\_

# of total bedrooms 2

# of low-income bedrooms 2

# of moderate-income bedrooms \_\_\_\_\_

# of market-income bedrooms \_\_\_\_\_

Length of Controls: 40 years

Effective Date of Controls: 4/1/06

Expiration Date of Controls: 1/1/2046

Average Length of Stay: \_\_\_\_\_ months (transitional facilities only)

02/03/04

☒ CO Date: 9/7/05 - 2nd C/O

Indicate licensing agency:

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date: 1/1/

Current License Date: 1/1/

The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? ☒ Yes \_\_\_ No

Age-restricted? ☒ Yes \_\_\_ No

*18 years & older*

Population Served (describe):

*Low-income Minority HH*

Accessible (in accordance with NJ Barrier Free Subcode)? \_\_\_ Yes \_\_\_ No

Affirmative Marketing Strategy (check all that apply):

☐ DDD/DMHS/DHSS waiting list

☒ Other (please specify): *HUD Waiting List*

### CERTIFICATIONS

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

Certified by: *Thomas Greene LCSW Residential Director* Date: *9/30/08*  
Project Administrator

Certified by: \_\_\_\_\_ Date: \_\_\_\_\_  
Municipal Housing Liaison

BERKELEY TOWNSHIP  
Pinewald-Keswick Road  
P.O. Box B  
Bayville, NJ 08721  
732-244-7400

True  
9/27  
11-12

CERTIFICATE OF COMPLIANCE FOR RENTAL  
Number 1074

Fee Received	35.00
Check No	Cash
Receipt No	1070
Received By	KE

Date Submitted: 09/20/2005  
Owner of Record: Ocean Mental Health  
Property Address: 222 Point Pleasant Avenue, Bayville  
Block: 1062 Lot: 19  
Realtor Agent: N/A

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

Date Issued:

9/27/05

PASSED  
B

Kenneth Anderson  
Kenneth Anderson  
Code Enforcement Officer

TOWN HALL  
Pinewald-Keswick Road  
P.O. Box B  
Bayville, NJ 08721

BUREAU OF FIRE PREVENTION  
Jack Wiegartner, Fire Official  
Phone (732) 244-7100  
FAX (732) 244-7325

BERKELEY TOWNSHIP  
CERTIFICATE OF SMOKE DETECTOR COMPLIANCE  
Number 758

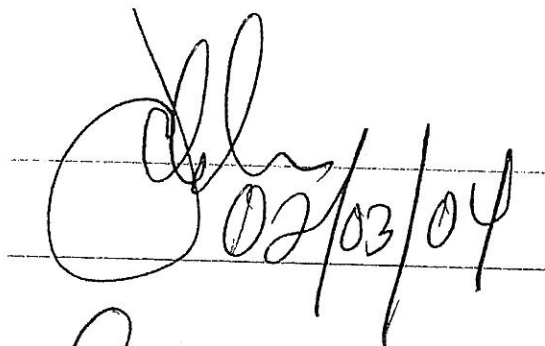
This is to certify that

222 Point Pleasant Ave.

Has been inspected by the Township of Berkeley  
and is in compliance with the  
State of New Jersey Smoke Detector and Carbon Monoxide  
Regulations.

INSPECTOR

DATE

  
02/03/04



JACK WIEGARTNER

  
Fire Official

Check No 1804  
Receipt No 549

Fee Received 20  
Date Fee Received 2/2

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					SETTLEMENT STATEMENT	
<b>B. TYPE OF LOAN</b> 1. X FHA      2. FmHA 3. Conv. Unins.      4. VA      5. Conv. Ins.			6. File Number:		7. Loan Number:	
			8. Mortgage Insurance Case Number			
<b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals. NOTE: TIN = Taxpayer's Identification Number						
<b>D. NAME AND ADDRESS OF BORROWER</b> Ocean Housing Development I, Inc. 160 Route 9 Bayville, NJ 08721			<b>E. NAME, ADDRESS AND TIN OF SELLER</b> Ocean Mental Health Services, Inc. 160 Route 9 Bayville, NJ 08721		<b>F. NAME AND ADDRESS OF LENDER</b> U.S. Department of Housing & Urban Development 1 Newark Center Newark, New Jersey	
<b>G. PROPERTY LOCATION:</b> 771 Maple Road 222 Point Pleasant Avenue Lacey Twsp/Berkeley Twsp, NJ 13/19      766.01/1062			<b>H. SETTLEMENT AGENT NAME, ADDRESS AND TIN</b> Jeffrey R. Kushner, Esq.      110-48-9710 180 Glenridge Avenue, Montclair, New Jersey 07042 PLACE OF SETTLEMENT Newark, New Jersey			
			<b>I. SETTLEMENT DATE</b> 09/22/2005			

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>		<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
101. Contract sales price	389,000.00	401. Contract sales price	389,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	53,094.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>442,094.00</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>389,000.00</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
201. Deposit or earnest money		501. Excess deposit	
202. Principal amount of new loan(s)	442,094.00	502. Settlement charges to seller (Line 1400)	1,806.20
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan Commerce Bank	390,755.96
205.		505. Payoff of second mortgage loan	
206.		506. Discharge of Mortgage	100.00
207.		507. Federal Express	40.00
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>442,094.00</b>	<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>392,702.16</b>
<b>300. CASH AT SETTLEMENT FROM/TO BORROWER</b>		<b>600. CASH AT SETTLEMENT FROM/TO SELLER</b>	
301. Gross amount due from borrower (Line 120)	442,094.00	601. Gross amount due to seller (Line 420)	389,000.00
302. Less amount paid by/for borrower (Line 220)	442,094.00	602. Less reduction in amount due seller (Line 520)	392,702.16
<b>303. CASH FROM BORROWER</b>		<b>603. CASH FROM SELLER</b>	<b>3,702.16</b>

#### SELLER'S STATEMENT

The information contained in Blocks E, G, H, and I and on line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service (see Seller Certification). If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. You are required to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

(Seller's Signature)      Ocean Mental Health Services,

(Seller's Signature)

10

Commission paid at Settlement

PAID FROM  
BORROWER'S  
FUNDS AT  
SETTLEMENT

PAID FROM  
SELLER'S  
FUNDS AT  
SETTLEMENT

ITEMS PAYABLE IN CONNECTION WITH LOAN

1. Loan Origination Fee \$		
802. Loan Discount \$		
803. Appraisal Fee to		
804. Credit report to		
805. Lender's Inspection Fee		
806.		
807.		
808.		
809.		
810. Ocean Mental Health Services, Inc. (Misc. Reimb.) Architect	8,159.00	
811.		
812.		
813.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from		
902. Mortgage Insurance Premium for		
903. Hazard insurance Premium for		
904.		
905.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard insurance		
1002. Mortgage insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual assessments		
1006.		
1007.		
1008. Aggregate Accounting Adjustment		
1100. TITLE CHARGES	0.00	
1101. Settlement or closing fee to		
1102. Abstract or title search to		
1103. Title Examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fees to		
1107. Attorney's fees to Jeffrey R. Kushner, Esq. (includes line numbers:	9,375.00	
1108. Title Insurance to Select Title Agency (includes line numbers:	3,026.00	
1109. Lender's coverage \$		
1110. Owner's coverage \$ 180000.00		
1111. Sal Orapallo - Permit Fees Reimbursement		
1112 Recording Fees for Regulatory Agreement and Use Agreement	425.00	
1113 Notice of Settlements	210.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES	40.00	
1201. Recording fees: Deed \$ 140.00 Mortgage \$ 80.00 Release \$	220.00	
1202. City/county tax/stamps: Deed \$ Mortgage \$		
1203. State tax/stamps: Deed \$ Mortgage \$		
1204. Realty Transfer Fee for 222 Point Pleasant Avenue (\$180,000.00)		801.00
1205 U.C.C. Filing - State & County	50.00	
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to E.K.A. Associates	6,011.00	
1302. Pest inspection to		
1303. Monarch Housing Associates (Consulting Fee & Copy Charges)	21,300.00	
1304. Sincox Associates Architects/Planners (Architect Fee)	4,198.00	
1305. Ocean County Clerk - Recording of DHS Mortgage	80.00	
1306. Realty Transfer Fee for 771 Maple Road (209,000.00)		1,005.20
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	53,094.00	1,806.20

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I received a copy of the HUD-1 Settlement Statement.

Seller [Signature] Ocean Mental Health Services

Borrower [Signature] Ocean Housing Development I

Seller

Borrower

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds disbursed or to be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent Jeffrey R. Kushner, Esq.

Date

09/27/2005

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



MAR-15-2004 (MON) 16:24 JEFF KUSCHNER

(FAX) 9737830131

P. 002/003

## HUD-1 UNIFORM SETTLEMENT STATEMENT

OMB Approval No. 2502-026

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			OMB Approval No. 2502-026	
D. TYPE OF LOAN			6. File Number:	
3. Conv. Unins.			7. Loan Number:	
1. X FHA 4. VA			8. Mortgage Insurance Case Number	
2. FinIA 5. Conv. Ins.				
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.n.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
NOTE: TIN = Taxpayer's Identification Number				
D. NAME AND ADDRESS OF BORROWER: Ocean Mental Health Services 160 Route 9 Bayville, NJ 08721		E. NAME, ADDRESS AND TIN OF SELLER: Homes by K&J, L.L.C. P.O. Box 656 Lavalatte, NJ 08733		F. NAME AND ADDRESS OF LENDER: Commerco Bank/Shore, N.A. 1101 Hooper Avenue CN-2050 Toms River, New Jersey
G. PROPERTY LOCATION: 222 Point Pleasant Avenue Berkley, NJ 19 1062		H. SETTLEMENT AGENT NAME, ADDRESS AND TIN Jeffrey R. Kushner, Esq. 180 Glenridge Avenue; Montclair, New, Montclair, NJ 07042 110-48-9710 PLACE OF SETTLEMENT 160 Route 9 Bayville, New Jersey I. SETTLEMENT DATE 03/12/2004		

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	180,000.00	401. Contract sales price	180,000.00
102. Personal property		402. Personal property	
103. Settlement charges in borrower (Line 1400)	7,109.29	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes 01/01/2004-03/31/2004	81.29	406. City/town taxes 01/01/2004-03/31/2004	81.29
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	187,190.58	420. GROSS AMOUNT DUE TO SELLER	180,081.29
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or capital money	2,000.00	501. Excess deposit	2,000.00
202. Principal amount of new loan(s)	180,000.00	502. Settlement charges to seller (Line 1400)	5,946.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan Greenpoint	87,213.83
205.		505. Payoff of second mortgage loan Greenpoint	10,988.37
206.		506. Federal Express Payoff (3)	75.00
207.		507. Commerco Bank Payoff	31,778.96
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213. Sewer 2003, plus penalty	241.29	513. Sewer 2003, plus penalty	241.29
214. Sewer 1st Qtr 2004	43.62	514. Sewer 1st Qtr 2004	43.62
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	182,284.91	520. TOTAL REDUCTION AMOUNT DUE SELLER	138,288.07
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT FROM/TO SELLER	
301. Gross amount due from borrower (Line 120)	187,190.58	601. Gross amount due to seller (Line 420)	180,081.29
302. Less amount paid by/far borrower (Line 220)	182,284.91	602. Less reduction in amount due seller (Line 520)	138,288.07
303. CASH FROM BORROWER	4,905.67	603. CASH TO SETTLER	41,793.22

**SELLER'S STATEMENT**

The information contained in Blocks E, G, H, and I and on line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service (see Seller Certification). If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. You are required to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

(Seller's Signature) Homes by K&amp;J, L.L.C.

(Seller's Signature)



MAR-15-2004 MON 04:17 PM

MAR-15-2004(MON) 16:24 JEFF KUSCHNER

FAX NO.

(FAX)9737830131

P. 03/03

P. 003/003

L. SETTLEMENT CHARGES

PAID FROM BORROWER'S FUNDS AT SETTLEMENT		PAID FROM SELLER'S FUNDS AT SETTLEMENT
101. TOTAL SETTLEMENT CHARGES		
102. 100.00 BY CHECK		
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Signature: Jeffrey R. Kushner, Esq.  
 Signature: Ocean Health Health Services

This HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds disbursed or to be disbursed by the undersigned as part of the settlement of this transaction.

3

COUNTY OF OCEAN	
CONSIDERATION	230,000
REALTY TRANSFER FEE	116.94
DATE	9/26/06 BY JHM

INSTR # 2006154442  
 DR BK 13345 PG 1761  
 RECORDED 09/26/2006 02:53:28 PM  
 CARL W. BLOCK, COUNTY CLERK  
 OCEAN COUNTY, NEW JERSEY  
 RTF TOTAL TAX 1,169.00

# Deed

This Deed is made on September 25, 2006  
 BETWEEN  
 Ocean Mental Health Services, Inc.

a corporation of the state of New Jersey  
 having its principal office at  
 160 Route 9  
 Bayville, New Jersey 08721

referred to as the Grantor,  
 AND  
 Ocean Housing Development II, Inc.

whose post office address is  
 160 Route 9  
 Bayville, New Jersey 08721

referred to as the Grantee.  
 The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **\$230,000.00**  
**Two Hundred Thirty Thousand Dollars and No Cents**  
 The Grantor acknowledges receipt of this money.

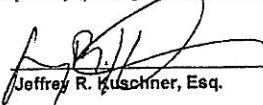
2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of **Berkeley**  
 Block No. **842** Lot No. **6** Qualifier No. Account No.  
☐ No lot and block or account number is available on the date of this Deed. (Check box if applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Township of **Berkeley** County of **Ocean** and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)  
**BEING** the same premises conveyed to Grantors herein by Deed from John T. Dale and Mary Diane Dale, dated January 6, 2006 and recorded in the Ocean County Clerk's Office on January 10, 2006 in Deed Book 12994, Page 1093.

570-cash

Prepared by: (print signer's name below signature)

  
 Jeffrey R. Kuschner, Esq.

(For Recorder's Use Only)

BEING known as Lot Number 6 Block Number 4 as shown and laid out on map entitled, "Map of Bayville Park, Section B, Berkeley Township, Ocean County, New Jersey," dated August 1958 and made by John C. Fellows, C.E. & L.S., which map was filed in the Ocean County Clerk's Office on October 17, 1958, in Case D-17 of Maps for said County.

BEGINNING at a point in the Westerly sideline of Park Avenue, (50 feet wide), distant 345.00 feet on a course of North 25 degrees 04 minutes 50 seconds East along said sideline from its intersection with the Northerly sideline of Korman Road (50 feet wide) and running thence:

- (1) North 64 degrees 55 minutes 10 seconds West 125 feet to a point; thence
- (2) North 25 degrees 04 minutes 50 seconds East 80 feet to a point; thence
- (3) South 64 degrees 55 minutes 10 seconds East 125 feet to a point in the Westerly sideline of Park Avenue; and thence
- (4) Along the Westerly sideline of Park Avenue, South 25 degrees 04 minutes 50 seconds West 80 feet to the point and place of BEGINNING.

The above description is in accordance with a survey prepared by EKA Associates, P.A., dated October 25, 2005 and revised to August 17, 2006.

For Informational Purposes only: ALSO known as Lot 6 in Block 842 on the Township of Berkeley Tax Map.

Schedule "A"

# POWER OF ATTORNEY

Prepared by: (Print signer's name below signature)

Jeffrey R. Kushner, Esq.

This Power of Attorney is made on September 26, 2006.

Between: **OCEAN MENTAL HEALTH SERVICES, INC.,** the Principal(s)

whose address is 160 Rt. 9, Bayville, NJ 08721

individually referred to as "I" or "my,"

and: **JEFFREY R. KUSCHNER, ESQ.**, the Agent(s)

whose address is 180 Glenridge Avenue, Montclair, NJ 07042

referred to as "You."

**Grant of Authority.** I appoint You to act as my Agent (called an attorney in fact) to do each and every act which I could personally do for the following uses and purposes:

- (a) To execute Seller's Residency Certification regarding premises commonly known as **240 Oak Lane, Lacey and 22 Park Avenue, Berkeley, NJ** on such terms and conditions as my attorney-in-fact may desire and to execute any and all documents necessary to or required by the lender.
- (b) This Power of Attorney shall be liberally construed in favor of **SECRETARY OF U.S. DEPT. OF HUD.**

This Power of Attorney is irrevocable.

**Powers.** I give You all the power and authority which I may legally give to You. You may revoke this Power of Attorney or appoint a new Agent in your place. I approve and confirm all that You or your substitute may lawfully do on my behalf.

**Signatures.** By signing below, I acknowledge that I have received a copy of this Power of Attorney and that I understand its terms.

Witnessed by:

Kathy L. Greene  
Kathy L. Greene

Charles Langan (Seal)  
**OCEAN MENTAL HEALTH SERVICES, INC.**  
CHARLES LANGAN, PH.D., PRESIDENT



INSTR # 2006154440  
DR BK 13345 PG 1755  
RECORDED 09/26/2006 02:53:28 PM  
CARL W. BLOCK, COUNTY CLERK  
OCEAN COUNTY, NEW JERSEY

State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Name(s)

Ocean Mental Health Services, Inc

Current Resident Address:

Street:

1160 Route 9

City, Town, Post Office

Bayville

State

N.J.

Zip Code

08721**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

842

Lot(s)

6

Qualifier

Street Address:

22 PARK AvenueBerkeley

City, Town, Post Office

Berkeley

State

N.J.

Zip Code

Seller's Percentage of Ownership

100

Consideration

230,000

Closing Date

9/26/06**SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)**

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

9/26/06

Date

JEFFREY R. RUSCH  
(Seller) Please indicate if Power of Attorney or Attorney In Fact  
Attorney at Law of the State of N.J.

Signature

(Seller) Please indicate if Power of Attorney or Attorney In Fact

The street address of the Property is:  
22 Park Avenue, Berkeley, New Jersey

4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "Covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. **Signatures.** This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. (Print name below each signature.)

Witnessed or Attested by:

Maureen A. Borkowski

By: Charles J. Langan  
Charles J. Langan, Ph.D., President

Maureen A. Borkowski

Philip Grafinkel  
Philip Grafinkel, Secretary

STATE OF NEW JERSEY, COUNTY OF OCEAN  
I CERTIFY that on Sept 25, 2006

SS:

Charles J. Langan, Ph.D. and Philip Grafinkel

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached Deed;

(b) was authorized to and did execute this Deed as **President and Secretary**

of **Ocean Mental Health Services, Inc.**

the entity named in this Deed;

(c) made this Deed for **\$ \$ 230,000.00**

as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and

(d) executed this Deed as the act of the entity.

RECORD AND RETURN TO:  
Jeffrey R. Kushner, Esq.

180 Glenridge Avenue  
Montclair, New Jersey 07042

Maureen A. Borkowski

Print name and title below signature **MAUREEN A. BORKOWSKI**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES DEC. 27, 2008**

Prepared by:

Peter A. Loffredo, Esq.

COUNTY OF OCEAN	
CONSIDERATION	180,000.00
REALTY TRANSFER FEE	201.00
DATE	3/12/04
BY	R

## DEED



INSTR # 2004063230  
OF BK 11988 PG 1353  
RECORDED 03/29/2004 01:20:19 PM  
CALL W. BLOCK, COUNTY CLERK  
OCEAN COUNTY, NEW JERSEY  
RIF-STAN 201.00

This Deed is made on March 12, 2004

**BETWEEN :**

**HOMES BY K&J, L.L.C.**

whose post office address is P.O. Box 565, Lavalette, New Jersey 08733;

("Grantors")

**AND :**

**OCEAN MENTAL HEALTH SERVICES, INC.**

whose address is about to 160 Route 9, Bayville, New Jersey 08721.

("Grantee")

### TRANSFER OF OWNERSHIP.

The Grantor grants and conveys and transfers ownership of the property described below to the Grantee. This transfer is made for the sum of **\$180,000.00 (ONE HUNDRED EIGHTY THOUSAND AND 00/100)**. The Grantor acknowledges receipt of this money.

### TAX MAP REFERENCE.

(N.J.S.A. 46:15-2.1) Tax Map of the Township of Berkeley, Lot No. 19, Block No. 1062.

### PROPERTY.

The property ("Property") consists of the land and all the improvements and structures on the land in the Township of Berkeley, County of Ocean and State of New Jersey. The legal description is:

see Schedule "A" attached.

Subject to restrictions and easements of record, if any.

Subject to such state of facts as an accurate survey may disclose.

**ALSO BEING COMMONLY KNOWN** as 222 Point Pleasant Avenue, Berkeley Twp., NJ

**BEING THE SAME** premises conveyed by Deed from Joann Karal, a/k/a Joann Kara and Karen Symington, dated March 12, 2004, to Homes by K&J, L.L.C., being recorded simultaneously in the Ocean County Clerk's Office.

*R. L. Loffredo*



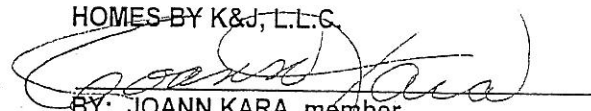
**PROMISES BY GRANTOR.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantors acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain legal rights, which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

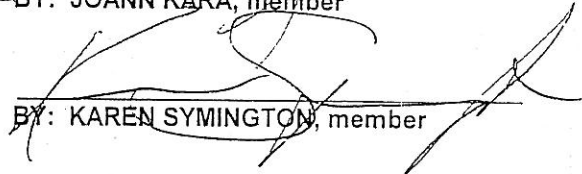
**SIGNATURES.** The Grantor signs this Deed as of the date at the top of the first page.

  
PETER A. LOFFREDO, ESQ.

  
PETER A. LOFFREDO, ESQ.

HOMES BY K&J, L.L.C.


  
BY: JOANN KARA, member

  
BY: KAREN SYMINGTON, member

STATE OF NEW JERSEY, COUNTY OF OCEAN

ss:

I certify that on March 12, 2004, Joann Kara and Karen Symington, members of Homes by K&J Homes, L.L.C. personally came before me and stated to my satisfaction that this person (or if more than one, each person) was the maker of this Deed, has executed this Deed as his/her own act; and made this Deed for \$180,000.00 as the full and actual consideration paid or to be paid for the transfer of title as defined in N.J.S.A. 46:15-5.

  
PETER A. LOFFREDO  
Attorney at Law, State of New Jersey

Record and Return to:  
Jeffrey Kushner, Esq.  
180 Glenridge Avenue  
Montclair, NJ 07042



This Deed, made the 14<sup>th</sup> day of January 19 78,

BOOK 3687 PAGE 687

Between

DOMINIC CROWE and ROSEMARY CROWE, his wife,

residing at 405 Wayne Avenue,  
in the Borough of Pine Beach in the County of  
Ocean and State of New Jersey herein designated as the Grantors,  
And

MENTAL HEALTH CLINIC OF OCEAN COUNTY

residing or located at 122 Lien Street, Toms River,  
in the Township of Dover in the County of  
Ocean and State of New Jersey herein designated as the Grantees;

COUNTY OF OCEAN	
CONSIDERATION	115,000.00
REALTY TRANSFER FEE	402.50
DATE	1-30-78 BY D.S.P.

Witnesseth, that the Grantors, for and in consideration of ONE HUNDRED FIFTEEN  
THOUSAND AND NO/100 (\$115,000.00)-----DOLLARS

lawful money of the United States of America, to the Grantors in hand well and truly paid by the  
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-  
edged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and  
convey unto the Grantees forever,

certain  
All that / tract or parcel of land and premises, situate, lying and being in the  
Township of Berkeley in the  
County of Ocean and State of New Jersey, more particularly described as follows:

TRACT ONE:

BEGINNING at the intersection of the easterly right of way line of  
Harbor Court (25' wide) with a bulkhead forming the terminus of the  
southerly end of Harbor Court; thence

- 1) Partially along the said line of Harbor Court and partially along  
the easterly line of Lots 469 & 470A, North 26 deg. 35 min. East  
93.35 feet to a point; thence
- 2) Along the easterly line of Lot 469, North 32 deg. 17 min. East  
77.45 feet to a point; thence
- 3) South 53 deg. 29 min. East 66.50 feet to a point; thence
- 4) South 07 deg. 47 min. East 15.30 feet to a point; thence
- 5) South 26 deg. 22 min. West 110.90 feet to a point; thence
- 6) South 85 deg. 45 min. West 56.87 feet to a point on the said  
bulkhead; thence
- 7) Along said bulkhead, North 74 deg. 02 min. West 34.00 feet to the  
beginning.

TRACT TWO:

BEGINNING at the third corner of the above described parcel (the  
northwest corner of filed map Lot 470), thence

- 1) Partially along the easterly line of Lot 469, North 32 deg. 17 min.  
East 122.55 feet to a point; thence
- 2) South 57 deg. 43 min. East 100.00 feet to a point; thence
- 3) South 10 deg. 57 min. 29 sec. East 135.67 feet to a point; thence
- 4) South 32 deg. 17 min. West 70.00 feet to a point; thence
- 5) South 79 deg. 40 min. West 110.19 feet to a point; thence
- 6) North 71 deg. 39 min. West 25.00 feet to a point in the easterly  
line of filed Map Lot 470, thence
- 7) North 26 deg. 22 min. East 110.90 feet to a point; thence
- 8) North 07 deg. 47 min. West 15.30 feet to a point; thence
- 9) North 53 deg. 29 min. West 66.50 feet to the BEGINNING.

Filed Map Reference: "Map of Riverbank" filed in the Ocean County  
Clerk's Office on November 14, 1927 as Map A-314.

TRACT THREE:

BEGINNING at an iron pipe on the easterly side of Corrigan Avenue 25

cont,

- feet wide at the point of curve of same; thence
- 1) along said easterly side of Corrigan Avenue produced, north 26 degrees 35 minutes east 25 feet to a point; thence
  - 2) at right angles to first course north 63 degrees 25 minutes west 5 feet to the said easterly side of Corrigan Avenue; thence
  - 3) southwesterly along said easterly side of Corrigan Avenue on a curve curving to the right with a radius of 68.66 feet, 25.70 feet to Beginning.

The above premises are further described as Lots 470, 470R and 470A in Block 896-13 on the current Berkeley Township Tax Map.

a part of  
Being/the same premises conveyed to Dominic Crowe and Rosemary Crowe, his wife, by deed from Franciscan Sisters of the Poor, a New York Corp., dated December 6, 1974 and recorded in the Ocean County Clerk's Office on December 12, 1974 in Deed Book 3429 at page 406.

TRACT FOUR:

Together with an easement for the purpose of providing sewerage and water supply to the above described premises over the following described lands:

BEGINNING at a point in the easterly right of way line of Harbor Court (25' wide) said point being distant 45.00 feet on a curve (Radius 68.66 ft) to the right from a monument marking a point of curvature in the northeasterly line of Harbor Court; thence

- 1) North 87 deg. 16 min. 06 sec. East (non-radially) 24.80 feet to the second corner of Lot 470; thence
- 2) South 26 deg. 35 min. West 20.00 feet to a point; thence
- 3) South 85 deg. 02 min. 16 sec. West (radially) 11.90 feet to a point in the easterly line of Harbor Court; thence
- 4) Along the easterly line of Harbor Court northwesterly 18.22 feet on a curve (radius-68.66 ft) to the left to the BEGINNING,

Being the easement conveyed to Dominic Crowe and Rosemary Crowe, his wife, by Grant of Easement dated January 9, 1978 from Rudolph F. Rinderer and Sandra Rinderer, his wife, and recorded in the Ocean County Clerk's Office on January 11, 1978 in Book 3683 of Deeds at page 293.

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

Dominic Crowe (L.S.)  
DOMINIC CROWE

Steven P. Russo

Rosemary Crowe (L.S.)  
ROSEMARY CROWE

State of New Jersey, County of Ocean } ss.: Be it Remembered,  
that on January 19 19 78, before me, the subscriber, an officer  
duly authorized pursuant to N.J.S.A. 46:14-6  
personally appeared Dominic Crowe and Rosemary Crowe, his wife,

who, I am satisfied, are the persons named in and who executed the within Instrument,  
and thereupon they acknowledged that they signed, sealed and delivered the same as  
their act and deed, for the uses and purposes therein expressed, and that the full and actual con-  
sideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such  
consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$ 115,000.00.

Prepared by:  
STEVEN P. RUSSO, ESQ.  
248 Washington St., Box 1060  
Toms River, NJ 08753

Steven P. Russo  
STEVEN P. RUSSO  
ATTORNEY AT LAW OF N.J.

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3687-687  
Kidd  
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(1)

**Dred**

DOMINIC CROWE and ROSEMARY  
CROWE, his wife,

TO

MENTAL HEALTH CLINIC OF  
OCEAN COUNTY

Dated 19 78

Micro-Filmed  
Indexed

MAURO & BARRY  
1433 HOOPER AVE  
TOMS RIVER, N.J. 08753

Prepared by:

James A. Donnelly  
Attorney at Law of New Jersey

## DEED

COUNTY OF OCEAN	
CONSIDERATION	135,000.00
REALTY TRANSFER FEE	472.50
DATE	8-7-01 BY AT

This Deed is made on July 27, 2001

BETWEEN: JEANETTE KNAM, Unmarried

whose post office address is 32 Pine Tree Drive, Toms River, New Jersey

referred to as the **Grantor**,

AND OCEAN MENTAL HEALTH SERVICES, INC.

whose post office address is about to be: 160 Route 9, Bayville, New Jersey

referred to as the **Grantee**.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 (\$135,000.00)-----  
-----DOLLARS

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Berkeley Township

Block No. 847 Lot No. 11 Account No.

☐ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in of Township of Berkeley, County of Ocean and State of New Jersey. The legal description is:

☐ Please see attached Legal Description annexed hereto and made a part hereof (Check box if applicable.)

BEING the same premises conveyed to Jeanette Knam by Deed from John Knam, unmarried and Jeanete Knam, unmarried, dated August 5, 1980 and recorded in the Ocean County Clerk's Office September 16, 1980 in Deed Book 3945, page 236.

SUBJECT TO EASEMENTS, RESTRICTIONS AND ORDINANCES OF RECORD, IF ANY.

③ 2001  
Car  
ASD

SEP-29-2008 MON 03:44 PM

FAX NO.

P. 03

### Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Berkeley Twp. County: Ocean  
 Sponsor: ? Developer: Association For the Mentally Impaired Blind, Inc. (AMIB)  
 Block: 937 Lot: 6-11 Street Address: 455 Muller Ave. Bayville, N.J. 08721  
 Facility Name: Muller Ave. Group Home

## Type of Facility:

- ☒ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS)
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs)
- ☐ Congregate living arrangement
- ☐ Other - Please Specify: \_\_\_\_\_

## Sources of funding committed to the project :

- ☐ Capital funding from State - Amount \$ \_\_\_\_\_
- ☐ Balanced Housing - Amount \$ \_\_\_\_\_
- ☐ HUD - Amount \$ \_\_\_\_\_
- ☐ Federal Home Loan Bank - Amount \$ \_\_\_\_\_
- ☐ Farmers Home Administration - Amount \$ \_\_\_\_\_
- ☐ Development fees - Amount \$ \_\_\_\_\_
- ☐ Bank financing - Amount \$ \_\_\_\_\_
- ☒ Other - Please specify: AMIB, Inc. (Agency owned)

☐ Please provide a pro forma for proposed projects

Total # of clients 8  
 Total # of low-income clients 8  
 Total # of moderate-income clients \_\_\_\_\_  
 Total # of market-income clients \_\_\_\_\_

# of total bedrooms 6  
 # of low-income bedrooms 6  
 # of moderate-income bedrooms \_\_\_\_\_  
 # of market-income bedrooms \_\_\_\_\_

Length of Controls: \_\_\_\_\_ years  
 Effective Date of Controls:   /  /    
 Expiration Date of Controls:   /  /    
 Average Length of Stay: \_\_\_\_\_ months (transitional facilities only)

☒ CO Date:   /  /  1980

Indicate licensing agency:

☒ DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date:   /  /  9th 2000

Current License Date: 01/11/08

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FAX NO.

P. 04

The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? ☒ Yes ☐ NoAge-restricted? ☒ Yes ☐ No 21 yrs or olderPopulation Served (describe): developmentally disabled and visually impairedAccessible (in accordance with NJ Barrier Free Subcode)? ☐ Yes ☒ No

Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DWHS/DHSS waiting list
- ☐ Other (please specify): \_\_\_\_\_

## CERTIFICATIONS

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

Certified by: Adrian Lopez Amos Executive 9/30/08  
Project Administrator Date

Certified by: \_\_\_\_\_  
Municipal Housing Liaison Date

# Draft Development Fee Ordinance

## 1. Purpose

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

## 2. Basic requirements

- a) This ordinance shall not be effective until approved by COAH pursuant to *N.J.A.C. 5:96-5.1*.
- b) *Berkeley Township* shall not spend development fees until COAH 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*.

## 3. Definitions

- a) The following terms, as used in this ordinance, shall have the following meanings:
  - i. **"Affordable housing development"** means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary



development, a municipal construction project or a 100 percent affordable development.

- ii. **“COAH”** or the **“Council”** means the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.
- iii. **“Development fee”** means money paid by a developer for the improvement of property as permitted in *N.J.A.C. 5:97-8.3*.
- iv. **“Developer”** means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.
- v. **“Equalized assessed value”** means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).
- vi. **“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.

#### 4. Residential Development fees

- a) Imposed fees
  - i. All residential developers of one (1) or more units, except for developers of the types of development specifically exempted below, shall pay a fee of one percent (1%) of the equalized assessed value for residential development provided no increased density is permitted.
  - ii. 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 six percent (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.

- b) Eligible exactions, ineligible exactions and exemptions for residential development
  - i. 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.
  - ii. 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.
  - iii. Low and moderate income dwelling units shall be exempt from paying development fees.
  - iv. Development that expands an existing structure shall pay a development fee. The development fee shall be calculated based on the increase in the equalized assessed value of the improved structure.

## **5. Non-residential Development fees**

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

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

## **6. Collection procedures**

- a) Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- b) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The Developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify

exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

- c) The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.
- d) Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- e) The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- f) Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- g) Should Berkeley fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).
- h) Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- i) Appeal of development fees
  - 1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by Berkeley. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
  - 2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a

review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by Berkeley. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

## **7. Affordable Housing trust fund**

- a) There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
- b) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
  - 1. payments in lieu of on-site construction of affordable units;
  - 2. developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
  - 3. rental income from municipally operated units;
  - 4. repayments from affordable housing program loans;
  - 5. recapture funds;
  - 6. proceeds from the sale of affordable units; and
  - 7. any other funds collected in connection with Berkeley's affordable housing program.
- c) Within seven days from the opening of the trust fund account, Berkeley 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). ↗
- d) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

## **8 Use of funds**

- a) The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the housing trust fund may be used for any activity approved by COAH to address the Berkeley'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 non-residential 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) Funds shall not be expended to reimburse Berkeley *[insert name of municipality]* for past housing activities.
- c) At least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of median income by region.
  - i. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.
  - ii. Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income.
  - iii. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- d) Berkeley may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
- e) No more than 20 percent 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 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental



units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

## **9. Monitoring**

- a) Berkeley shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and non-residential 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 Berkeley's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH.

## **10. Ongoing collection of fees**

- a) The ability for Berkeley to impose, collect and expend development fees shall expire with its substantive certification unless Berkeley has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's approval of its development fee ordinance. If Berkeley 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 (C.52:27D-320). Berkeley 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 Berkeley retroactively impose a development fee on such a development. Berkeley shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

**DRAFT**  
**Affordable Housing Trust Fund Spending Plan**

**INTRODUCTION**

Berkeley Township, Ocean County has prepared a Housing Element and Fair Share plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:96-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was approved by COAH on (insert date) and adopted by the municipality in 2005. The ordinance establishes the Berkeley Township affordable housing trust fund for which this spending plan is prepared. The ordinance, however, requires amendment due to the recent amendment of the Fair Housing Act. The draft amendment is enclosed. This spending plan has been prepared in accordance with COAH's current rules.

As of July 17, 2008, Berkeley Township has collected \$ *[insert amount of revenue already collected]*, expended \$31,322.06 (between January 1, 2008 and July 17, 2008), resulting in a balance of \$1,090,464.15 as of July 17, 2008. 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 TD Bank, N.A. for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9 as described in the sections that follow.

**1. REVENUES FOR CERTIFICATION PERIOD**

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

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Payment in lieu (PIL):

Actual and committed payments in lieu (PIL) of construction from developers as follows: \$260,000



(c) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, proceeds from the sale of affordable units and *[insert name of other fund(s)]*. \$0

(d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate. \$

SOURCE OF FUNDS	PROJECTED REVENUES-HOUSING TRUST FUND - 2008 THROUGH 2018											
	7/18/08 Through 12/31/08	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Total
(a) Development fees:												
1. Approved Development	830,464											1,090,464
2. Development Pending Approval	0											
3. Projected Development	0	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	2,000,000
(b) Payments in Lieu of Construction	260,000											260,000
(c) Other Funds (Specify source(s))	0											
(d) Interest	Included above	3,380	3,380	3,380	3,380	3,380	3,380	3,380	3,380	3,380	3,380	33,800
Total	1,090,464											3,384,264

Berkeley projects a total of \$3,384,264 in revenue to be collected between July 18, 2008 and December 31, 2018. All interest earned on the account shall accrue to the account to 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 Berkeley Township:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with Berkeley's development fee ordinance for both residential and non-residential developments in accordance with COAH's 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:

**The affordable housing liaison instructs the CFO to release a certain amount of funding to a recipient entity.**

## 3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

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

*Berkeley* will dedicate up to \$410,000 plus administration to rehabilitation or new construction programs (see detailed descriptions in Fair Share Plan) as follows:

**New construction project(s):** \$600,000 total

1. Manitou Park: \$500,000 Township will commit funds to assist Homes For All with engineering costs, CAFRA and regulatory permits and the provision of potable water and sanitary sewer to the Manitou tract.
2. School Conversion to Community Center in Manitou Park: Amount TBD, approximately \$100,000 – The Township would like to obtain a proposal from the non-profit interested in creating the Community Center and have them describe specifically how the refurbished facility would provide programming and other support mechanisms for the affordable households in Manitou Park. The total amount will be determined at that time.

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

Projected minimum affordability assistance requirement:

Actual development fees through November 19,2008		\$830,464
Actual interest earned through 7/17/2008	+	\$included above
Development fees projected* 2008-2018	+	\$2,000,000
Interest projected* 2008-2018	+	\$ 33,800
PIL	+	\$260,000

Less housing activity expenditures through 2018	-	\$600,000
<b>Total</b>	=	\$3,384,264
30 percent requirement	x 0.30 =	\$1,015,279
Less Affordability assistance expenditures through 12/31/2004	-	\$0
<b>PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2005 through 12/31/2018</b>	=	\$1,015,279
<b>PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2005 through 12/31/2018</b>	÷ 3 =	\$338,426

\* Note: The 2008 portion of this projection reflects 2008 subsequent to July 17 as the remainder of 2008 is included in the actual figure reported above.

*Berkeley Township* will dedicate \$1,015,279 from the affordable housing trust fund to render units more affordable, including \$ 338,426 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

***1. Downpayment assistance***

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

*Berkeley* projects that \$676,852 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

1. Salary and wages from the Township's Affordable Housing Coordinator
2. Consulting fees of the Township Planner
3. Special Legal Counsel
4. Township Engineer
5. Affirmative Marketing Consultant

#### 4. EXPENDITURE SCHEDULE

*Berkeley* intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units. Where applicable, the creation/rehabilitation funding schedule below parallels the implementation schedule set forth in the Housing Element and Fair Share Plan and is summarized as follows.

Program  <i>[Individually list programs and projects e.g. Rehab, Accessory Apartments, for-sale and rental municipally sponsored, etc].</i>	Funds Expended and/or Dedicated	PROJECTED EXPENDITURE SCHEDULE 2009 -2018										
		7/18/08 – 12/31/08	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Manitou Park			100,000	100,000	100,000	100,000	100,000					500,000
School Conversion to Community Center			50,000	50,000								100,000
Total Programs												
Affordability Assistance		1,015,279										
Administration		676,852										
Total		1,692,131	150,000	150,000	100,000	100,000	100,000	100,000				600,000



## 5. EXCESS OR SHORTFALL OF FUNDS

Pursuant to the Housing Element and Fair Share Plan, the governing body of Berkeley Township will adopt a resolution agreeing to fund any shortfall of funds required for implementing the rehab program, accessory apartment program and affordability assistance programs. In the event that a shortfall of anticipated revenues occurs, Berkeley will adopt a resolution of intent to bond for the shortfall. The resolution is not yet adopted.

In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used for an unnamed program to generate more credits, program administration and preparation of a fourth round plan.

## 6. BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with Berkeley's Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8.5.

*[Reference section of Affordable Housing Ordinance that explains the collection and distribution of barrier free funds.] Not done yet*

## SUMMARY

*Berkeley* intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the housing element and fair share plan dated \_\_\_\_\_, 2008

*Berkeley* has a balance of \$ 1,090,464 as of November 20, 2008 and anticipates an additional \$ \$2,000,000 in revenues before the expiration of substantive certification for a total of \$3,090,464. The municipality will dedicate \$ 500,000 to Manitou Park, at least \$100,000 to the School Conversion, and \$ 1,015,279 for affordability assistance to render units more affordable, and \$676,852 to administrative costs. Any shortfall of funds will be offset by bonding. The municipality will dedicate any excess funds toward an unnamed program to generate more credits, program administration and preparation of a fourth round plan.

<b>SPENDING PLAN SUMMARY</b>	
Balance as of November 19, 2008	\$1,090,464
<b>PROJECTED REVENUE July 18, 2008-2018</b>	
Development fees	+ \$2,000,000
Payments in lieu of construction	+ \$included above
Other funds	+ \$0
Interest	+ \$33,800
<b>TOTAL REVENUE</b>	<b>= \$3,124,264</b>
<b>EXPENDITURES</b>	
Funds used for Rehabilitation	- \$0
Funds used for New Construction	
1. Manitou Park	- \$500,000
2. School Conversion	- \$100,000
3.	- \$
4.	- \$
5.	- \$
6.	- \$
7.	- \$
8.	- \$
9.	- \$
10.	- \$
Affordability Assistance	- \$1,015,279
Administration	- \$676,852
Excess Funds for Additional Housing Activity	= \$832,133
1. an unnamed program for more credits	- \$782,133
2. consultants	- \$50,000
3.	- \$
<b>TOTAL PROJECTED EXPENDITURES</b>	<b>= \$3,124,264</b>
<b>REMAINING BALANCE</b>	<b>= \$0</b>



Prepared by:

Peter A. Loffredo, Esq.

COUNTY OF OCEAN	
CONSIDERATION	180,000.00
REALTY TRANSFER FEE	801.00
DATE 3-24-04	BY K

## DEED



INSTR # 2004068230  
95 BK 11988 PG 1353  
RECORDED 03/29/2004 01:30:19 PM  
CARL W. BLOCK, COUNTY CLERK  
OCEAN COUNTY, NEW JERSEY  
RIFLSTAN 201.00

This Deed is made on March 12, 2004

BETWEEN :

HOMES BY K&J, L.L.C.

whose post office address is P.O. Box 565, Lavalette, New Jersey 08733;

("Grantors")

AND :

OCEAN MENTAL HEALTH SERVICES, INC.

whose address is about to 160 Route 9, Bayville, New Jersey 08721.

("Grantee")

### TRANSFER OF OWNERSHIP.

The Grantor grants and conveys and transfers ownership of the property described below to the Grantee. This transfer is made for the sum of **\$180,000.00 (ONE HUNDRED EIGHTY THOUSAND AND 00/100)**. The Grantor acknowledges receipt of this money.

### TAX MAP REFERENCE.

(N.J.S.A. 46:15-2.1) Tax Map of the Township of Berkeley, Lot No. 19, Block No. 1062.

### PROPERTY.

The property ("Property") consists of the land and all the improvements and structures on the land in the Township of Berkeley, County of Ocean and State of New Jersey. The legal description is:

see Schedule "A" attached.

Subject to restrictions and easements of record, if any.

Subject to such state of facts as an accurate survey may disclose.


ALSO BEING COMMONLY KNOWN as 222 Point Pleasant Avenue, Berkeley Twp., NJ

BEING THE SAME premises conveyed by Deed from Joann Karal, a/k/a Joann Kara and Karen Symington, dated March 12, 2004, to Homes by K&J, L.L.C., being recorded simultaneously in the Ocean County Clerk's Office.

*2004, April*


**PROMISES BY GRANTOR.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantors acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain legal rights, which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**SIGNATURES.** The Grantor signs this Deed as of the date at the top of the first page.

  
PETER A. LOFFREDO, ESQ.

  
PETER A. LOFFREDO, ESQ.

HOMES-BY K&J, L.L.C.


  
BY: JOANN KARA, member

  
BY: KAREN SYMINGTON, member

STATE OF NEW JERSEY, COUNTY OF OCEAN

ss:

I certify that on March 12, 2004, Joann Kara and Karen Symington, members of Homes by K&J Homes, L.L.C. personally came before me and stated to my satisfaction that this person (or if more than one, each person) was the maker of this Deed, has executed this Deed as his/her own act; and made this Deed for \$180,000.00 as the full and actual consideration paid or to be paid for the transfer of title as defined in N.J.S.A. 46:15-5.

  
PETER A. LOFFREDO  
Attorney at Law, State of New Jersey

Record and Return to:  
Jeffrey Kushner, Esq.  
180 Glenridge Avenue  
Montclair, NJ 07042

This Deed, made the 14<sup>th</sup> day of January 19 78,  
BOOK 3687 PAGE 687

Between

DOMINIC CROWE and ROSEMARY CROWE, his wife,

residing at 405 Wayne Avenue,  
in the Borough of Pine Beach in the County of  
Ocean and State of New Jersey herein designated as the Grantors,

And

MENTAL HEALTH CLINIC OF OCEAN COUNTY

## COUNTY OF OCEAN

CONSIDERATION 115,000.00REALTY TRANSFER FEE 402.50DATE 1-30-78 BY DSZresiding or located at 122 Lien Street, Toms River,  
in the Township of Dover in the County of  
Ocean and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of ONE HUNDRED FIFTEEN

THOUSAND AND NO/100 (\$115,000.00)-----DOLLARS

lawful money of the United States of America, to the Grantors in hand well and truly paid by the  
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-  
edged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and  
convey unto the Grantees forever,

certain

All that / tract or parcel of land and premises, situate, lying and being in the  
Township of Berkeley in the  
County of Ocean and State of New Jersey, more particularly described as follows:TRACT ONE:BEGINNING at the intersection of the easterly right of way line of  
Harbor Court (25' wide) with a bulkhead forming the terminus of the  
southerly end of Harbor Court; thence

- 1) Partially along the said line of Harbor Court and partially along  
the easterly line of Lots 469 & 470A, North 26 deg. 35 min. East  
93.35 feet to a point; thence
- 2) Along the easterly line of Lot 469, North 32 deg. 17 min. East  
77.45 feet to a point; thence
- 3) South 53 deg. 29 min. East 66.50 feet to a point; thence
- 4) South 07 deg. 47 min. East 15.30 feet to a point; thence
- 5) South 26 deg. 22 min. West 110.90 feet to a point; thence
- 6) South 85 deg. 45 min. West 56.87 feet to a point on the said  
bulkhead; thence
- 7) Along said bulkhead, North 74 deg. 02 min. West 34.00 feet to the  
beginning.

TRACT TWO:BEGINNING at the third corner of the above described parcel (the  
northwest corner of filed map Lot 470), thence

- 1) Partially along the easterly line of Lot 469, North 32 deg. 17 min.  
East 122.55 feet to a point; thence
- 2) South 57 deg. 43 min. East 100.00 feet to a point; thence
- 3) South 10 deg. 57 min. 29 sec. East 135.67 feet to a point; thence
- 4) South 32 deg. 17 min. West 70.00 feet to a point; thence
- 5) South 79 deg. 40 min. West 110.19 feet to a point; thence
- 6) North 71 deg. 39 min. West 25.00 feet to a point in the easterly  
line of filed Map Lot 470, thence
- 7) North 26 deg. 22 min. East 110.90 feet to a point; thence
- 8) North 07 deg. 47 min. West 15.30 feet to a point; thence
- 9) North 53 deg. 29 min. West 66.50 feet to the BEGINNING.

Filed Map Reference: "Map of Riverbark" filed in the Ocean County  
Clerk's Office on November 14, 1927 as Map A-314.TRACT THREE:

BEGINNING at an iron pipe on the easterly side of Corrigan Avenue 25

cont,

feet wide at the point of curve of same; thence

- 1) along said easterly side of Corrigan Avenue produced, north 26 degrees 35 minutes east 25 feet to a point; thence
- 2) at right angles to first course north 63 degrees 25 minutes west 5 feet to the said easterly side of Corrigan Avenue; thence
- 3) southwesterly along said easterly side of Corrigan Avenue on a curve curving to the right with a radius of 68.66 feet, 25.70 feet to Beginning.

The above premises are further described as Lots 470, 470R and 470A in Block 896-13 on the current Berkeley Township Tax Map,

a part of  
Being/the same premises conveyed to Dominic Crowe and Rosemary Crowe, his wife, by deed from Franciscan Sisters of the Poor, a New York Corp., dated December 6, 1974 and recorded in the Ocean County Clerk's Office on December 12, 1974 in Deed Book 3429 at page 406.

TRACT FOUR:

Together with an easement for the purpose of providing sewerage and water supply to the above described premises over the following described lands:

BEGINNING at a point in the easterly right of way line of Harbor Court (25' wide) said point being distant 45.00 feet on a curve (Radius 68.66 ft) to the right from a monument marking a point of curvature in the northeasterly line of Harbor Court; thence

- 1) North 87 deg. 16 min. 06 sec. East (non-radially) 24.80 feet to the second corner of Lot 470; thence
- 2) South 26 deg. 35 min. West 20.00 feet to a point; thence
- 3) South 85 deg. 02 min. 16 sec. West (radially) 11.90 feet to a point in the easterly line of Harbor Court; thence
- 4) Along the easterly line of Harbor Court northwesterly 18.22 feet on a curve (radius-68.66 ft) to the left to the BEGINNING,

Being the easement conveyed to Dominic Crowe and Rosemary Crowe, his wife, by Grant of Easement dated January 9, 1978 from Rudolph F. Rinderer and Sandra Rinderer, his wife, and recorded in the Ocean County Clerk's Office on January 11, 1978 in Book 3683 of Deeds at page 293.

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. ~~To Have~~ and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

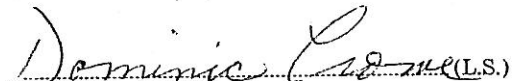
In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.


Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the presence of



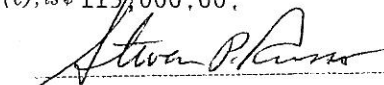
 (L.S.)  
DOMINIC CROWE

 (L.S.)  
ROSEMARY CROWE

State of New Jersey, County of Ocean } ss.: Be it Remembered,  
that on January 19, 1978, before me, the subscriber, an officer  
duly authorized pursuant to N.J.S.A. 46:14-6  
personally appeared Dominic Crowe and Rosemary Crowe, his wife,

who, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$115,000.00.

Prepared by:  
STEVEN P. RUSSO, ESQ.  
248 Washington St., Box 1060  
Toms River, NJ 08753

  
STEVEN P. RUSSO  
ATTORNEY AT LAW OF N.J.

003863

RECEIVED  
JAN 30 2 05 PM '78

*3/17/687*  
*Miller*

**Red**

DOMINIC CROWE and ROSEMARY  
CROWE, his wife,

TO

MENTAL HEALTH CLINIC OF  
OCEAN COUNTY

Dated

19 78

**Micro-Filmed**  
**Indexed**

*MR. MAURO & BARRELL*  
*1433 HOOPER AVE*  
*TEMES RIDGE, NJ*  
*08753*

④ —

Prepared by:

James A. Donnelly  
Attorney at Law of New Jersey

## DEED

COUNTY OF OCEAN	
CONSIDERATION	135,000.00
REALTY TRANSFER FEE	470
DATE	07-01 BY [Signature]

This Deed is made on July 27, 2001

BETWEEN: JEANETTE KNAM, Unmarried

whose post office address is 32 Pine Tree Drive, Toms River, New Jersey

referred to as the **Grantor**,

AND OCEAN MENTAL HEALTH SERVICES, INC.

whose post office address is about to be: 160 Route 9, Bayville, New Jersey

referred to as the **Grantee**.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 (\$135,000.00)-----  
-----DOLLARS

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Berkeley Township

Block No. 847 Lot No. 11 Account No.

☐ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in of Township of Berkeley, County of Ocean and State of New Jersey. The legal description is:

☐ Please see attached Legal Description annexed hereto and made a part hereof (Check box if applicable.)

BEING the same premises conveyed to Jeanette Knam by Deed from John Knam, unmarried and Jeanete Knam, unmarried, dated August 5, 1980 and recorded in the Ocean County Clerk's Office September 16, 1980 in Deed Book 3945, page 236.

SUBJECT TO EASEMENTS, RESTRICTIONS AND ORDINANCES OF RECORD, IF ANY.

③ [Signature]